

**AGENDA  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE  
OAKDALE IRRIGATION DISTRICT  
TUESDAY, SEPTEMBER 6, 2016**

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

**CALL TO ORDER**                      9:00 a.m., the Boardroom of the District Office  
1205 East F Street, Oakdale, California 95361

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**                              Directors Webb, Doornenbal, Osmundson, Altieri, Santos

**ADDITIONS OR DELETION OF AGENDA ITEMS**

**ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

**PUBLIC COMMENTS - ITEM 1**

1. The Board of Directors welcomes participation in meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District operation or responsibility as no action will be taken on non-agenda issues. It is not required, but speakers may provide their name and address.

Because these are non-agenda matters, generally no discussion or comment by the Board should be expected except to properly refer the matter for review or action as appropriate.

Public Comments will be limited to five minutes per speaker.

**CONSENT CALENDAR - ITEMS 2 - 12**

Agenda items listed under the Consent Calendar may be acted upon individually, in whole or in part. Subsequently, should discussion on a particular item be desired, you should identify the item now so as to remove it from the list of items to be approved under one motion. Any items removed from the list on Consent Calendar items will be discussed and acted upon individually following action on the remaining Consent Calendar items if so moved.

2. Approve the **Board of Directors' Minutes of the Special Meeting of August 17, 2016 and Resolution 2016-50**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Assignment of Capital Work Order Numbers**
5. Approve **Resolution Adopting Rules Related to Irrigation Water Service Policy and Resolution Adopting Agricultural Water User Volumetric Billing Period Rules**
6. Approve **General Services Agreement 2016-GSA-005 with Allied Concrete Supply Company, Inc. to Provide Concrete and Authorize General Manager to Execute**
7. Approve **Work Release No. 057 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Stake the Adams Lateral No. 2 Right of Way through APNS: 010-039-029/033/043**
8. Approve **Work Release No. 022 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending, and Placement of Rebar for One Standard Control Structure Located on the Town E Pipeline**
9. Approve **Amendment No. 06 to Professional Services Agreement 2009-PSA-004 with Damrell, Nelson, Schrimp, Pallios, Pacher & Silva to Add Additional Staff for Invoice Processing Purposes**
10. Approve **Abandonment and Quit Claim of the Hobron Lateral (APN: 014-047-006 – The Dixon Family Trust)**
11. Approve **Abandonment and Quit Claim of a Portion of the Kuhn Drain and Valk Drain (APNS: 064-032-034/037 – Don Valk)**
12. Approve **Encroachment Permit on the Claribel Lateral (APN: 064-031-016 – Pacific Gas and Electric)**

<b>ACTION CALENDAR - ITEMS 13 - 14</b>
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13. Review and take possible action on **Ending the 2015/2016 Irrigation Season and Beginning the 2016/2017 Irrigation Season**
14. Review and take possible action to **Approve Streamline for the Redesign of the District's Web Site and Authorize General Manager to Execute a Professional Services Agreement**

## DISCUSSION - ITEM 15

15. Announcement and Discussion on **\$3 Million Grant Award to OID from Proposition 1 Agricultural Water Use Efficiency Funds for Phase 1 of OID's Total Channel Control System Expansion**

## COMMUNICATIONS - ITEM 16

### 16. Oral Reports and Comments

- A. **General Manager's Report on Status of OID Activities**
- B. **Committee Reports**
- C. **Directors' Comments/Suggestions**

## CLOSED SESSION - ITEM 17

17. Closed Session to discuss the following:

- A. **Government Code §54957.6 - Conference with Labor Negotiator**  
Agency Negotiator: General Manager  
Represented Employee: OE3
- B. **Government Code §54957.6 - Conference with Labor Negotiator**  
Agency Negotiator: General Manager  
Represented Employee: Non-Exempt Confidential Bargaining Group Employee
- C. **Government Code §54957**  
Public Employee Performance Evaluation  
Title: General Manager
- D. **Government Code §54956.8 Conference with Real Property Negotiator**  
Negotiating Parties: State of California (CFW, CDFA)  
Property: Water as it relates to Stanislaus River  
Settlement Discussions  
Agency Negotiators: General Manager and Water Counsel  
Under Negotiations: Terms
- E. **Government Code §54956.9(d)(1) - Existing Litigation**  
*Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.*  
  
*Oakdale Groundwater Alliance; Frobose; Brichetto, et al. v. Oakdale Irrigation District, et al.*

**OTHER ACTION – ITEM 18**

18. Adjournment:

- A. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Wednesday, September 21, 2016 at 6:00 p.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **September 15, 2016 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

*Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Administrative Assistant at (209) 840-5507.*

*ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Administrative Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.*





# **PUBLIC COMMENTS**

**No Information Included**

## **BOARD MEETING OF SEPTEMBER 6, 2016**



# **AGENDA ITEMS CONSENT CALENDAR**

## **BOARD MEETING OF SEPTEMBER 6, 2016**

## BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 2  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF AUGUST 17, 2016 AND RESOLUTION NO. 2016-50**

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**RECOMMENDED ACTION: Approve**

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Regular Meeting of August 17, 2016
- Draft Resolution No. 2016-50

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

## **MINUTES**

Oakdale, California  
August 17, 2016

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 6:00 p.m. Upon roll call, there were present:

Directors: Steve Webb, President  
Herman Doornenbal, Vice President  
Gary Osmundson  
Gail Altieri  
Linda Santos

Staff Present: Steve Knell, General Manager/Secretary  
Jason Jones, Support Services Manager  
Kathy Cook, Chief Financial Officer/Treasurer  
Eric Thorburn, Water Operations Manager

Also Present: Fred A. Silva, General Counsel

### **ADDITION OR DELETION OF AGENDA ITEMS**

There were no additions or deletions of Agenda Items.

### **ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

There were no items taken out of sequence.

At the hour of 6:02 p.m. the Board welcomed public comment.

### **PUBLIC COMMENT ITEM NO. 1**

Winnie Mullins was present and wanted to tell the Board how much she appreciated everything that the Distribution System Operators, Josh Hauskens-Simons and Uriel Prado did for her husband on May 14, 2016.

Robert Frobose was present and wanted to know if Director Webb was going to recuse himself from Consent Item No. 8. Director Webb stated that he would address his comment under Directors' comments.

Deanne Dalrymple was present and handed Director Santos a document and stated that she just served Director Santos with the notice of intention to circulate a recall petition for the recall and removal of Director Santos as an Oakdale Irrigation District Director and the

appointment of a new Director to that District. Deanne Dalrymple read the allegations of the petition to the public.

Kenneth Frias was present and expressed his dissatisfaction with the recall petition.

There being no further public comment, public comment closed at 6:11 p.m.

Director Santos requested that Items 6 and 8 be pulled from the Consent Calendar.

**CONSENT ITEMS**  
**ITEM NOS. 2, 3, 4, 5, 7, 9, 10**

**ITEM NO. 2**  
**APPROVE THE BOARD OF DIRECTORS'**  
**MINUTES OF THE REGULAR MEETING OF**  
**AUGUST 2, 2016 AND RESOLUTION NO. 2016-49**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of August 2, 2016 and Resolution No. 2016-49.

**ITEM NO. 3**  
**APPROVE THE OAKDALE IRRIGATION**  
**DISTRICT STATEMENT OF OBLIGATIONS**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Oakdale Irrigation District Statement of Obligations.

**ITEM NO. 4**  
**APPROVE THE IMPROVEMENT**  
**DISTRICT STATEMENT OF OBLIGATIONS**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Improvement District Statement of Obligations.

**ITEM NO. 5**  
**APPROVE TREASURER AND CHIEF FINANCIAL**  
**OFFICER'S REPORT FOR THE MONTH ENDING JULY 31, 2016**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Treasurer and Chief Financial Officer's Report for the Month Ending July 31, 2016.

**ITEM NO. 7**  
**APPROVE RENEWAL OF EMPLOYEE**  
**ASSISTANCE PROGRAM (EAP) WITH SUTTER HEALTH**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the renewal of the Employee Assistance Program (EAP) with Sutter Health.

**ITEM NO. 9**  
**APPROVE THE AWARD OF BID FOR JANITORIAL**  
**SERVICES TO SPRAY & SONS, INC. AND AUTHORIZE THE**  
**GENERAL MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the award of bid for janitorial services to Spray & Sons, Inc. and authorize the General Manager to execute a General Services Agreement.

**ITEM NO. 10**  
**APPROVE A WAIVER OF NEW CONNECTION FEE FOR**  
**APN: 002-024-054 AND APPROVE WAIVER OF OLD PARCEL MAP**  
**DELIVERY MEASUREMENT REQUIREMENTS AND REQUEST FOR**  
**NEW CONNECTION TO SUBSTANDARD PARCELS SERVED BY THE**  
**NORTH DUDLEY PIPELINE (APNS: 002-024-054/055 – RUSSEL**  
**T. PORTER AND CHRISTINA CHAN FAMILY 2010 TRUST**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve a waiver of new connection fee for APN: 002-024-054 and approve waiver of Old Parcel Map Delivery Measurement requirements and request for new connection to substandard parcels served by the North Dudley Pipeline (APNS: 002-024-054/055 – Russel T. Porter and Christina Chan Family 2010 Trust).

The above consent items passed 5-0 by the following vote:

Ayes:	Directors Webb, Doornenbal, Osmundson, Santos, Altieri
Noes:	None
Absent:	None

**CONSENT ITEMS**  
**ITEM NOS. 6, 8**

**ITEM NO. 6**  
**APPROVE RESOLUTION ADOPTING RULES RELATED TO**  
**IRRIGATION WATER SERVICE POLICY AND RESOLUTION ADOPTING**  
**AGRICULTURAL WATER USER VOLUMETRIC BILLING PERIOD RULES**

Director Santos stated that she did not agree that Item 7 of the Water Service Policy should indicate the word "may" rather than the word "shall" as is used in the *Water Code* §26001.

She stated that the resolutions should use the same language that is contained in that code section. Director Webb requested that this item be pulled and that staff get a legal opinion on this and bring it back to the Board for further discussion and action.

**ITEM NO. 8**  
**APPROVE AMENDMENT NO. 06 TO PROFESSIONAL**  
**SERVICES AGREEMENT 2009-PSA-004 WITH DAMRELL,**  
**NESLON, SCHRIMP, PACHER & SILVA TO ADD ADDITIONAL STAFF**

Director Santos stated that she had a concern about Director Webb voting on this item. She also expressed a concern regarding the law firm representing the District as well as suing individual Directors in three separate lawsuits. Director Webb stated that the only action being requested in this item is to add an attorney to the Professional Services Contract.

Member of the public Robert Frobose commented on this item.

A motion was made by Director Osmundson, seconded by Director Santos, and unanimously supported to get clarity on this matter and bring it back to the next Board Meeting.

The motion passed 5-0 by the following vote:

Ayes:	Directors, Webb, Doornenbal, Osmundson, Santos, Altieri
Noes:	None
Absent:	None

**ACTION CALENDAR**  
**ITEM NOS. 11, 12, 13**

**ITEM NO. 11**  
**REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION**  
**OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT**  
**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 PRINCIPAL**  
**AMOUNT OF WATER REVENUE REFUNDING BONDS, SERIES 2016A,**  
**AUTHORIZING AND DIRECTING THE EXECUTION OF AN INDENTURE OF TRUST,**  
**ESCROW INSTRUCTIONS, A CONTINUING DISCLOSURE AGREEMENT**  
**AND A BOND PURCHASE AGREEMENT, AUTHORIZING THE SALE OF**  
**BONDS, APPROVING AN OFFICIAL STATEMENT AND PROVIDING**  
**OTHER MATTERS PROPERLY RELATING THERETO**

A PowerPoint presentation was given by Michael Engelbrecht of Wells Fargo Securities.

At the direction of the Board, Staff and the financing team of Nossaman LLP (bond counsel), Sutter Securities (finance advisor), and Wells Fargo Securities (underwriter) moved forward on the potential refunding of the District's Series 2009 Certificates of Participation.



In considering the refunding of the bonds the District had two objectives:

1. Take advantage of the market's low interest rates/savings; and
2. To be in the position to pay the bonds off sooner than later.

While the market has changed since the July 5, 2016 meeting it remains favorable. Typically, the worthwhileness of a refunding is a minimum of 3% net present value savings (NPV).

The Financing Team recommends to move forward with refunding the District Series 2009 COPs inclusive of a 7-year PAR call with no less than a 10% NPV savings.

In addition, Staff recommends that the District develop a Designated Bond Reserve Fund to set aside excess cash flows, at the Board's discretion, in order to position itself to pay-off the bonds in 7-years.

Staff and the financing team were present to answer any questions.

Michael Engelbrecht, Wells Fargo Securities (Underwriter)

Richard Ess, Sutter Securities, (OID's Finance Advisor)

Albert Reyes, Nossaman (OID's Bond Counsel)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to adopt a Resolution of the Board of Directors of the Oakdale Irrigation District Authorizing the Issuance of Not to Exceed \$30,000,000 Principal Amount of Water Revenue Refunding Bonds, Series 2016A, Authorizing and Directing the Execution of an Indenture of Trust, Escrow Instructions, a Continuing Disclosure Agreement and a Bond Purchase Agreement, Authorizing the Sale of Bonds, Approving an Official Statement and Providing Other Matters Properly Relating Thereto

The above item passed 5-0 by the following vote:

Ayes:	Directors Webb, Doornenbal, Osmundson, Santos, Altieri
Noes:	None
Absent:	None

#### **ITEM NO. 12**

#### **REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AGREEMENT BETWEEN THE OAKDALE IRRIGATION DISTRICT AND FIELDS' RANCH FOR MAINTENANCE OF THE NORTH MAIN CANAL AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

In 2014, Oakdale Irrigation District (OID) entered into an Agreement with Fields' Ranch to complete three tasks along the North Main Canal that were a benefit to both parties (see attached Agenda report dated January 21, 2014). In recent months, OID has been in discussions with Steve Fields (Fields' Ranch) regarding the necessity and timing to conduct additional maintenance on the North Main Canal through APN's: 002-065-002/003/004.



The existing south bank through the noted parcels is not drivable and seeping onto his property in numerous locations. Prior to Fields' Ranch starting his land conversion to trees/vines, Fields' Ranch approached OID regarding the issue. After numerous discussions, OID and Fields' Ranch have agreed to enter into a second Agreement for the maintenance of the North Main Canal. The terms and conditions are outlined in the attached Agreement. Fields' Ranch will provide the borrow site and material for a contractor to complete the task of gaining back drivable access and sealing the areas that are seeping onto the noted parcels.

Through this Agreement, all borrow material will be provided by Fields' Ranch for the task outlined above and noted in the attached Agreement. This is a savings to the OID of approximately \$1,602,000 in trucking costs and \$170,000 in labor and equipment costs to load the borrow material from our existing site.

OID will install three (3) pipe crossings and Railcar Bridge footings at no cost to Fields' Ranch. OID will waive all associated fees with the installation of Fields' Ranch irrigation system during initial development for processing structure review applications and reimburse Fields' Ranch for deposits collected to date as noted in the attached Agreement.

Staff was available to answer any additional questions of the Board.

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Agreement between Oakdale Irrigation District and Fields' Ranch for Maintenance of the North Main and authorize General Manager to execute the Agreement.

The above item passed 5-0 by the following vote:

Ayes:	Directors Webb, Doornenbal, Osmundson, Santos, Altieri
Noes:	None
Absent:	None

**ITEM NO. 13**  
**REVIEW AND TAKE POSSIBLE ACTION ON STANISLAUS**  
**COUNTY BOARD OF SUPERVISORS' REQUEST TO PROVIDE**  
**FUNDING FOR THE PROPOSITION 1 GRANT PROGRAM**  
**ENVIRONMENTAL IMPACT REPORT FOR STANISLAUS COUNTY**

Attached to this agenda report is a July 18, 2016 letter from County of Stanislaus. They are seeking a level of funding from OID in partial support of their cost share requirement under a Proposition 1 Grant Fund they received for development of a PEIR to cover the County's well permitting program. The second attachment is an OID Board Agenda Report dated January 5, 2016 addressing staff's reservations and concerns regarding the County's request. At that time OID offered a letter of support but not any funding due to the concerns and issues at the time.

The most recent County letter is seeking an allocation of funding (see second page of letter) from each municipality, irrigation district, and some private sources to meet the \$167,500 funding level necessary to backfill the \$585,000 grant request. As you can see OID's share is \$16,558.

On the one hand, this is not a whole lot of money given the necessity to begin developing working relationships for the development of GSA's in our County. As all agencies in the county will be struggling, going forward with implementing and becoming compliant with SGMA this is certainly a fledging start at doing just that. It's not a perfect request, it was rushed and without much, if any, consensus building in its development. That should not be acceptable in subsequent program implementations.

On the other hand, the methodology used for the division of funding is not properly allocated amongst the agencies. Each agency's allocation should be based on their net impact to the groundwater aquifer. Those with the highest net impact should pay a higher rate. OID is one of the least pumping agencies on the list yet is paying the third highest amount. In the future, or in subsequent requests from the County, a fairness standard needs to be established that equitably addresses that issue.

Walt Ward, Stanislaus County Department of Environmental Resources, attended the Board Meeting and discussed the proposal with the Board of Directors.

A motion was made by Director Santos, seconded by Director Webb, and unanimously supported to pay a pro rata share for the acreage in Stanislaus County and to exclude the acreage in San Joaquin County.

The above item passed 5-0 by the following vote:

Ayes:	Directors Webb, Doornenbal, Osmundson, Santos, Altieri
Noes:	None
Absent:	None

**DISCUSSION ITEMS**  
**ITEM NO. 14**

**ITEM NO. 14**

**DISCUSSION ON BUSINESS ITEMS AS THEY APPEAR**  
**ON THE TRI-DAM BOARD AGENDA FOR THURSDAY, AUGUST 18, 2016**

This item is here for general discussion on items that appear on the Tri-Dam Agenda. A copy of the Tri-Dam Agenda will be attached if available at the time of preparation of the Board packets. If it is not available, it can be viewed at the Tri-Dam web site or on the District's web site once received and posted.

**COMMUNICATIONS**  
**ITEM NO. 15**

**A. GENERAL MANAGERS REPORT**

**Safety Activities**

1. OID has gone 560 days without a lost time injury accident.

**Administration Activities**

1. Continuing to work on legal matters pertaining to OID.
2. WaterFix (Twin Tunnel Hearings) on-going in Sacramento.
3. The release of the revised Water Quality Control Plan (Unimpaired Flow Standard) from the State Water Resources Control Board has been pushed back to September.
4. Settlement discussions on the Stanislaus River to avoid the WQCP are ongoing.
5. Continue to work with CFO and Finance Team on bond refinancing.
6. Next OE3 labor negotiation meeting scheduled for the 16<sup>th</sup> of this month.
7. Met with Bryan Whitemyer, City Manager of Oakdale on "common ground" issues between the City of Oakdale and OID. Putting a list of items for review and discussion at the next ad hoc Committee meeting.
8. Met with TSM, OID's health insurance provider, on plan renewals for the upcoming year. The ACA is changing insurance paradigms and costs.
9. The August SJTA Commission meeting has been moved to September. Date to be determined.

**Legal Activities**

1. Agee vs OID: Plaintiffs (Agee) lost in Superior Court. OID has filed a suit to recoup its attorney's fees. Waiting for hearing date to be set by the court.
2. OID is involved in a test claims case against the State of California's issuance of unfunded mandates, i.e. SBx7-7. The group is evaluating next steps after having a negative ruling by the court. Working with CSDA on next steps.
3. OID/SSJID vs the State Water Resources Control Board; this case is over the legal ability of the SWRCB to issue curtailment orders over senior water right holders, as was done in 2015. Awaiting court date.
4. OGA/Brichetto/Frobose vs. OID:
  - a) A Motion to Produce Documents was heard on August 9<sup>th</sup>. Judge told Plaintiffs to produce the records, OID has provided you all it has.
  - b) A Motion to Dissolve the Preliminary Injunction by OID was denied on August 9<sup>th</sup> however the judge did set a bond amount of \$10,000 on Plaintiffs. The Preliminary Injunction is not in affect unless and until the bond is posted.
  - c) A Demurrer Hearing by OID was denied on August 9<sup>th</sup> and hence OID will prepare for trial, which is set for early November.
  - d) A Mandatory Settlement Conference is set for August 15<sup>th</sup>.
5. OID vs Directors Santos and Altieri.
  - a. A Preliminary Injunction hearing is set for September 21<sup>st</sup>.

### **Construction Activities**

1. C&M crews and equipment are currently working on maintenance activities and JSF's completed by Water Dept. staff.
2. Assisting Water Ops/Eng. Dept. with various tasks and field review of potential projects.
3. Conducting Safety Coordinator tasks pertaining to all hands training, Safety Committee meetings and review of weekly tailgate safety meetings.
4. Conducting Contract Administration tasks pertaining to contracts that need to be renewed and work releases that need to be completed with the assistance of Lori.
5. Conducting misc. landowner meetings in regards to capital projects and maintenance issues.
6. OID Pest Dept. continues to conduct magnacide applications to OID facilities to reduce aquatic growth issues. Pest Dept. staff attended the Wilbur-Ellis Vegetation Management Seminar on 8/10.
7. Assisting Engineering Dept. in regards to the Two-Mile Bar Tunnel Project.
8. Posted out of house for three Construction & Maintenance Workers. The posting will close on August 22, 2016.

### **Water Operations Activities** **Engineering**

1. Continued to process Encroachment and Ag Discharge Agreements along with field inspection during installation of the associated facilities.
2. Staff continued to work with landowners requesting deferred conditions of approval agreements, encroachment agreements and easements in accordance to OID's requirements for continued irrigation on recently completed lot line adjustments and parcel split projects.
3. ACOE draft easement documents for the proposed tunnel as well as the 2 Mile Bar access road were executed by OID's General Manager and returned to the ACOE's.
4. ET monitoring stations are continuing to actively collect data as part of the 2016 ETAW monitoring and measurement program.
5. Staff attended the ESJGBA and work group meetings on August 10th. The ESJGBA approved a scope of work with GEI Consultants Inc. to assemble a SGMA and GSP Regulations Program Guide. A draft JPA agreement was assembled by the attorney group and provided by the workgroup for review. Valerie Kincaid is participating to protect OID's interests in this effort. Feedback on the draft has been requested on or before September 9th in preparation for subsequent discussions at the September 14th meeting.
6. Staff began mapping OID's proposed GSA boundaries in the ESJ GW Basin to meet the September deadline for a complete mapping of the basin by SJ County staff to ensure no overlaps exist. The required GSA hearing, resolution and final filing is requested to be completed for each election being proposed by March 2017 to ensure any potential issues can be resolved prior to the June 2017 deadline.
7. The August 11th STRGBA meeting was cancelled. The next meeting will be held on September 8th immediately following the TAC meeting.
8. OID's LAFCO submittal of the Additional Annexations and Fringe Annexations has been circulated for review and comment. These items are scheduled to be considered for approval at the August LAFCO meeting.



9. City staff continued to address a series of questions on the draft City of Oakdale Out of Boundary Service Agreement with OID on behalf of ID 41. Once these questions have been answered the agreement will be provided to the ID 41 membership for approval to proceed.
10. Weekly meetings are being held with Condor to proceed with the South Main Canal Segment 4 design along with the finalization of the 2 Mile Bar Tunnel Project bid documents and cost estimate. The oak tree field assessment at both portals was completed and piezometer readings were collected over the last two weeks as part of this effort.

### **Ag Water**

1. Staff continued working on the radio communications and SCADA integration of all sites associated with the new SCADA tower.
2. The second round of volumetric water delivery tracking closed on July 31<sup>st</sup>.
3. Still no announcements of grant application awards which include OID's application for the TCC Expansion Project have been made.
4. A Water Operations and SCADA staff conference call was held with Rubicon staff to review the new "Relief Mode" implementation as well as historic TCC operations and trends.
5. The eleventh rotation started on or about August 7<sup>th</sup>. This is a 12-day rotation and is anticipated to be followed by a 13-day rotation starting on or about August 31<sup>st</sup>.

### **Water Utilities**

1. Improvement District No. 41:
  - Pumping Station No. 3 remains out of service due to high turbidity issues.
2. Domestic Water Pumping Stations:
  - Monthly Coliform Bacteria samples were taken on Monday August 1<sup>st</sup>. No problems were detected.
  - All Domestic Water Pumping Stations that are in service are operational.
3. Domestic Water Systems:
  - All water systems are operating without restrictions.
  - Performed quarterly blow-off valve exercising.
  - WUD has continued to test all backflow devices in accordance with our Cross Connection Control Policy.
  - Conducted inspections of all well head seals and continuing to replace them as needed.
4. On-Call Activities:
  - There are no call outs to report.
6. Knights Ferry Pumping Station:
  - The Knights Ferry Pumps have been de-activated. The KF Water Treatment Plant is back on surface water.
7. Irrigation Pumping Stations:
  - All of OID Ag pumps are operational.
  - WUD has been performing weekly routine inspection, servicing and security checks on the irrigation pumping stations. There was nothing unusual or out of the ordinary to report.

### **Finance Activities**

1. Met with TSM Insurance Brokers regarding the December 1, 2016 renewal of OID's health insurance.
2. GM & CFO, along with the COP refunding team, conducted a conference call with Standard and Poor's for a rating on a potential refunding of OID's 2009 COPS. Reviewed and made revisions to refunding documents.
3. The 2<sup>nd</sup> volumetric billing for the period June 1 – July 31, 2016 was mailed on Monday, August 8, 2016. An insert was included with this billing notifying customers of the changes that were made regarding the billing process.
4. To meet with KFCSD, along with GM and Water Ops Manager, on August 18, 2016.

### **B. COMMITTEE REPORTS**

There were no committee reports.

### **C. DIRECTORS' COMMENTS/SUGGESTIONS**

#### Director Altieri

Director Altieri had no comments.

#### Director Santos

Director Santos had no comments.

#### Director Osmundson

Director Osmundson had no comments.

#### Director Doornenbal

Director Doornenbal had no comments.

#### Director Webb

Director Webb stated that he has no conflict of interest with the Damrell Law Firm. He further stated that he would not do anything against the District that would cause him to be sued by the District.

At the hour of 7:03 p.m. the meeting adjourned to Closed Session.

### **CLOSED SESSION** **ITEM NO. 16**

#### **A. Government Code §54957.6 - Conference with Labor Negotiator**

Agency Negotiator: General Manager  
Represented Employee: OE3

#### **B. Government Code §54957**

Public Employee Performance Evaluation  
Title: General Manager

**C. Government Code §54956.9(d)(2)(3) - Anticipated Litigation**  
Two (2) Cases

Director Santos and Altieri left Closed Session at 8:38 p.m.

**D. Government Code §54956.9(d)(1) - Existing Litigation**

*Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.*

*Oakdale Groundwater Alliance; Frobose; Brichetto, et al. v. Oakdale Irrigation District, et al.*

At the hour of 8:53 p.m. the meeting returned to open session.

Coming out of Closed Session, Director Webb stated that there was no reportable action.

**OTHER ACTION**  
**ITEM NO. 17**

The meeting was adjourned at the hour of 8:53 p.m. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, September 6, 2016 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, August 18, 2016 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

\_\_\_\_\_  
Steve Webb, President

Attest:

\_\_\_\_\_  
Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-50**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 PRINCIPAL AMOUNT OF WATER REVENUE REFUNDING BONDS, SERIES 2016A, AUTHORIZING AND DIRECTING THE EXECUTION OF AN INDENTURE OF TRUST, ESCROW INSTRUCTIONS, A CONTINUING DISCLOSURE CERTIFICATE AND A BOND PURCHASE AGREEMENT, AUTHORIZING THE SALE OF BONDS, APPROVING AN OFFICIAL STATEMENT AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO**

**WHEREAS**, the Oakdale Irrigation District (the "District") is an irrigation district duly organized and existing under Division 11 of the Water Code of the State of California, as amended (the "Law"), and is authorized pursuant to Articles 10 and 11, Division 2, Title 5 (commencing with Section 53570) of the California Government Code, as amended (the "Refunding Law"), to borrow money for the purpose of refinancing indebtedness of the District; and

**WHEREAS**, the District has previously entered into an Installment Purchase Agreement, dated as of February 1, 2009 (the "Installment Purchase Agreement") with the Oakdale Irrigation District Financing Corporation (the "Corporation"), payments under which secure the District's Certificates of Participation (Water Facilities Project) Series 2009 (the "2009 Certificates of Participation"); and

**WHEREAS**, in order to provide funds to refinance the 2009 Certificates of Participation, the District proposes to issue its Oakdale Irrigation District Water Revenue Refunding Bonds, Series 2016A, in the aggregate principal amount of not to exceed \$30,000,000 (the "Bonds"), pursuant to an Indenture of Trust (the "Indenture"), currently dated as of September 1, 2016 between the District and MUFG Union Bank, N.A., as trustee (the "Trustee"); and

**WHEREAS**, the District proposes to sell the Bonds to Wells Fargo Bank, N.A. (the "Underwriter") for offer and sale by the Underwriter to customers thereof, and in connection with the offering of the Bonds, the District has caused to be prepared an Official Statement describing, among other things, the District, the Indenture, the Net Revenues and the Bonds, a preliminary form of which is on file with the Secretary of the District; and

**WHEREAS**, the Bonds will be sold pursuant to the Purchase Agreement (the "Purchase Agreement") to be dated the date of sale, between the District and the Underwriter; and

**WHEREAS**, the District has duly considered such transactions, including, without limitation, the Indenture, the Purchase Agreement and the Official Statement, and wishes at this time to approve said transactions in the public interests of the District.



**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Oakdale Irrigation District as follows:

**Section 1. Issuance of Bonds; Approval of Indenture.** The findings set forth in the recitals hereof are true and correct. The District hereby authorizes the issuance of the Bonds under and pursuant to the Refunding Law, and the Indenture for the purposes hereinbefore described. The District hereby approves the Indenture in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by the members of this Board or the duly appointed General Manager, or their authorized representatives (each, an "Authorized Officer"), upon consultation with O'Laughlin & Paris ("District Counsel") and Nossaman LLP ("Bond Counsel"), whose execution thereof shall be conclusive evidence of the approval of any such additions and changes. The District hereby authorizes the delivery and performance of the Indenture, provided that the net present value savings with respect to the 2009 Certificates of Participation are at least 10% of the par amount of the 2009 Certificates of Participation, the maturity does not exceed the current final maturity of the 2009 Certificates of Participation and the principal amount does not exceed \$30,000,000.

**Section 2. Approval of Purchase Agreement.** The District hereby authorizes the sale of the Bonds to the Underwriter pursuant to and in accordance with the Purchase Agreement, in substantially the form on file with the Secretary together with any additions thereto or changes therein approved by Authorized Officers, the execution thereof to be conclusive evidence of such approval. The District hereby delegates to each of the Authorized Officers to accept an offer from the Underwriter to purchase the Bonds from the District pursuant to the Purchase Agreement.

**Section 3. Approval of Continuing Disclosure Certificate.** The form of Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") to be executed by the District, as presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the Continuing Disclosure Certificate, in substantially the form presented to this meeting, with such changes therein as such Authorized Officer may require or approve, with the advice and approval of District Counsel and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4. Approval of Escrow Instructions.** The form of Escrow Instructions (the "Escrow Instructions") from the District to MUFG Union Bank, N.A., acting as escrow agent, as presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and on behalf of the District, to execute and deliver the Escrow Instructions, in substantially the form presented to this meeting, with such changes therein as such Authorized Officer may require or approve, with the advice and approval of District Counsel and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 5. Official Statement.** The District hereby approves the preparation of, and hereby authorizes the Authorized Officers to deem final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, a preliminary form of Official Statement describing the Bonds, with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the Authorized Officers executing the same, said execution being conclusive evidence of such approval, and except for certain permitted omissions contained therein. Distribution of such preliminary Official Statement by the Underwriter to prospective purchasers of the Bonds is hereby approved. Each of the Authorized Officers are hereby authorized to execute the final form of the Official Statement, on behalf of the District, including as it may be modified by such additions thereto and changes therein as the Authorized Officers shall deem necessary, desirable or appropriate, and the execution of the final Official Statement by the Authorized Officers shall be conclusive evidence of the approval of any such additions and changes. The District hereby authorizes the distribution of the final Official Statement by the Underwriter to the purchasers of the Bonds.

**Section 6. Reserve Fund.** In the event that a reserve fund is established with respect to the Bonds, the Board of Directors of the District hereby authorizes the General Manager to select a municipal bond insurer to provide a reserve fund surety bond to be deposited into the reserve fund for the Bonds, so long as the General Manager determines that obtaining the reserve fund surety will be cost effective to the District. Bond Counsel is hereby directed to make changes to the Indenture of Trust, the Escrow Instructions, the Preliminary Official Statement, the Purchase Agreement and the Continuing Disclosure Certificate as are necessary to reflect the selection of a municipal bond issuer providing a reserve fund surety bond and the reasonable comments thereof. The President or Vice President of the Board or the designee thereof are hereby authorized to execute and deliver any customary agreement with the municipal bond insurer providing the reserve fund surety bond

**Section 7. Municipal Bond Insurance.** The Board of Directors of the District hereby authorizes the General Manager to select a municipal bond insurer to insure payments of principal of and interest on all or a portion of the Bonds so long as the General Manager determines that obtaining the municipal bond insurance policy provided thereby will result in a lower interest rate or yield to maturity with respect to such Bonds. Bond Counsel is hereby directed to make all changes to the Indenture of Trust, the Escrow Instructions, the Preliminary Official Statement, the Purchase Agreement and the Continuing Disclosure Certificate, as are necessary to reflect the selection of a municipal bond insurer and the reasonable comments thereof.

**Section 8. Official Action.** The officers and staff of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, and execution and delivery of any and all assignments, certificates, requisition, agreements, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance, sale and delivery of the Bonds.

**Section 9. Effective Date. This Resolution shall take effect immediately upon adoption.**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and duly submitted to the Board of Directors for its consideration, the above-titled Resolution was adopted this 17<sup>th</sup> day of August, 2016, by the following vote:

Ayes:	Directors, Webb, Doornenbal, Osmundson, Altieri, Santos
Noes:	None
Absent:	None
Abstain:	

## **OAKDALE IRRIGATION DISTRICT**

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Steve Webb  
President

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Steve Knell, P.E.  
General Manager/Secretary

## **SECRETARY'S CERTIFICATE**

The undersigned, Secretary of the Board of Directors of the Oakdale Irrigation District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a special meeting of the Board of Directors duly called and held on August 17, 2016, at which meeting all of the members of said Board of Directors had due notice and at which a majority thereof was present.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Steve Knell, Board Secretary

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 3  
APN: N/A

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**SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS**

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**RECOMMENDED ACTION:** Approve Statement of Obligations

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## ***TOP TEN OBLIGATIONS***

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
PG&E	Electricity	\$79,169.45
CalPERS	Retirement Contribution 8/6 & 8/20	53,947.47
Dennis Wing Trucking	Haul Dirt	38,496.25
Bonander Truck Sales	Trailmax Tilt Trailer (2)	29,292.18
Fishbio Inc.	Honolulu Bar Phase III 1/1/16-7/31/16	18,076.73
GCU Trucking, Inc.	Haul Dirt	15,869.50
W. H. Breshears, Inc.	Fuel	11,297.28
Portola Systems, Inc.	HP Workstations, HP Notebook	10,122.67
Tri-West Tractor, Inc.	Front Lever, Roll Pin	7,178.30
Ahern Rentals, Inc.	Roller Padded 67", Boom Telescoping	5,809.88

**FISCAL IMPACT:** \$327,104.35

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

## **VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

**OAKDALE IRRIGATION DISTRICT**

**STATEMENT  
OF  
OBLIGATIONS**

**September 6, 2016**

Accounts Payable  
Check Register -September 6, 2016



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
19714	8/17/2016	California Public Employees' Retirement System	\$27,121.65	Retirement Contribution 8/6/16
19715	8/17/2016	Gilton Resource Recovery Transfer Facility, Inc.	\$829.68	Waste Disposal - July
19716	8/17/2016	Gilton Solid Waste Management, Inc.	\$78.00	Refuse Charges - July
19717	8/17/2016	Modesto Irrigation District	\$1,213.84	Electricity 6/28/16 - 7/27/16
19718	8/17/2016	Portola Systems, Inc.	\$10,122.67	HP Workstations, HP Notebook
19719	8/17/2016	Tri-West Tractor Incorporated	\$7,178.30	Front Lever, Roll Pin - SK660
19720	8/17/2016	Visa	\$582.00	CSDA Annual Conference - Registration
19721	8/17/2016	W. H. Breshears, Inc.	\$2,954.26	Fuel
19722	8/29/2016	California State Disbursement Unit	\$207.69	Levy
19723	8/29/2016	California State Disbursement Unit	\$194.30	Levy
19724	8/29/2016	Franchise Tax Board	\$766.91	Levy
19725	8/29/2016	P G & E	\$79,169.45	Electricity
19726	9/6/2016	ABS Presort, Inc.	\$2,419.03	Monthly Newsletter - August
19727	9/6/2016	Ace Hardware	\$338.38	8' Trolley Rail , Caster Plate, Box Rail, Oil, Deadbolt
19728	9/6/2016	Ahern Rentals, Inc.	\$5,809.88	Roller Padded 67", Boom Telescoping
19729	9/6/2016	Airgas USA, LLC	\$126.04	Nitrogen
19730	9/6/2016	Alligare LLC	\$40.37	Office Plates Set
19731	9/6/2016	AT&T Mobility	\$51.97	GPS Device
19732	9/6/2016	AT&T	\$82.92	Phone Charges 8/25/16 - 9/24/16
19733	9/6/2016	Battery Systems	\$132.60	Battery, Gloves
19734	9/6/2016	BG Agri Sales & Service	\$197.75	Repair Kit, Shaft, Bearings
19735	9/6/2016	Bissell-Vargas, Kristy	\$96.00	Health and Wellness Reimbursement - July - August
19736	9/6/2016	Blueline Rental	\$292.93	Filters, Bushings
19737	9/6/2016	Bonander Trailer Sales	\$29,929.18	Trailmax Tilt Trailer (2)
19738	9/6/2016	California Public Employees' Retirement System	\$26,825.82	Retirement Contribution
19739	9/6/2016	California Rural Water Association, Inc.	\$539.00	CRWA Membership Dues 9/2016 - 9/2017
19740	9/6/2016	Casillas , Marco	\$300.00	Refund - APN: 006-001-061
19741	9/6/2016	C & C Portables, Inc.	\$479.06	Portable Toilet Rental 8/1/16 - 8/28/16
19742	9/6/2016	Coffee Break Service, Inc.	\$98.28	Coffee Service
19743	9/6/2016	Comcast	\$518.57	Analog Lines, T.V., Internet
19744	9/6/2016	Conlin Supply Co., Inc.	\$3,490.50	16' Cattle Gates, 2 7/8" Oilfield Pipes, 14' Tube Gate
19745	9/6/2016	Dennis Wing Trucking	\$38,496.25	Haul Dirt
19746	9/6/2016	East Stanislaus Resource Conservation District	\$250.00	Stanislaus River Clean-Up Day - Sponsorship
19747	9/6/2016	Ellis Self Storage, Inc.	\$75.00	Storage - September
19748	9/6/2016	Far West Laboratories, Inc.	\$390.00	Bac-T Tests
19749	9/6/2016	Fishbio Inc.	\$18,076.73	Honolulu Bar Phase III Jan-July
19750	9/6/2016	Freeman Designs	\$247.61	Blank Letterhead Sheets, Driver Repair Reports
19751	9/6/2016	Fresno Valves & Castings, Inc.	\$2,871.52	12" In-Line Gate, 18" 101C Slide Gate, 15" 10C Flap Gate
19752	9/6/2016	GCU Trucking, Inc.	\$15,869.50	Haul Dirt
19753	9/6/2016	George W. Lowry, Inc.	\$3,170.20	Humble Hydraulic Oil, Engine Oil
19754	9/6/2016	Grainger	\$189.28	Air and Water Pressure Switch, Power Attic Ventilator
19755	9/6/2016	Grover Landscape Services, Inc.	\$2,160.00	Tree Removal Service
19756	9/6/2016	Haidlen Ford	\$475.10	Lifts, Spring, Fuses, Switches

Accounts Payable  
Check Register -September 6, 2016



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
19757	9/6/2016	Herc Rentals Inc.	\$654.15	Trailer Storage
19758	9/6/2016	Hilarides, Ron	\$300.00	Refund - Structure Permit Application
19759	9/6/2016	Hilmar Lumber, Inc.	\$3,574.30	4" Pipe, Elbows, Tees, 12" Overflow Valve, 12" Pipe Gasket
19760	9/6/2016	Hixco	\$546.82	Locks, Cut Off Wheels
19761	9/6/2016	Holt of California, Inc.	\$500.47	Seals, Rings, Hose, Couplings, Wear Strips, Shims
19762	9/6/2016	Hughson Farm Supply	\$361.60	Handle Bar Kit, 36" Bar, Gear Sprocket Kit, Gasket Set
19763	9/6/2016	ITSolutions/Currie, Inc.	\$1,022.50	Trend Micro Maintenance Renewal 9/2016 - 9/2017
19764	9/6/2016	Jan-Pro of the Greater Bay Area	\$1,526.85	Monthly Janitorial Services - September
19765	9/6/2016	Jones, Danny	\$48.65	Steel Toe Boots Reimbursement
19766	9/6/2016	Lucas Business Systems, Inc.	\$35.38	Copier Usage 7/16/16 - 8/16/16
19767	9/6/2016	McMaster-Carr	\$884.82	Drill Bits, Nozzles, Pipe Fittings, Shock-Absorbing Wheels
19768	9/6/2016	Mission Uniform Service	\$1,550.46	Uniform Service
19769	9/6/2016	Modesto Bee	\$358.80	Annual Subscription
19770	9/6/2016	Modesto Steel	\$1,296.40	3/16" Channels, 5/16" Angles, Flat Metal, Aluminum Tube
19771	9/6/2016	Motor Parts Distributors, Inc.	\$397.29	Oil, Fuel Filters, Oil Filters, Air Filters
19772	9/6/2016	North Coast Laboratories Ltd.	\$1,200.00	Aquatic Pesticide Water Samples
19773	9/6/2016	Oakdale Automotive Repair & Tire	\$1,174.66	LT265/70R17 Tires - #178, #179
19774	9/6/2016	Oakdale Auto Parts	\$476.63	Halogen Lamps, Hose Fittings, Steering Stabilizer
19775	9/6/2016	Oakdale Leader	\$1,761.90	DSO/C&M Job Advertisement
19776	9/6/2016	Oak Valley Hospital	\$75.00	Medical Card Renewal
19777	9/6/2016	Office Depot	\$445.10	Office Supplies
19778	9/6/2016	Old Republic Title Company	\$216.14	Refund - APN: 006-001-065
19779	9/6/2016	Operating Engineers Union Local No. 3	\$2,654.00	Union Dues
19780	9/6/2016	Pakmail	\$225.54	Shipping Charges
19781	9/6/2016	Petaluma Poultry	\$550.50	Refund - Hydrant Meter Deposit
19782	9/6/2016	P & L Concrete Products, Inc.	\$306.02	6 Sack
19783	9/6/2016	Plottel, Nanette	\$300.00	Refund - APN: 062-010-032
19784	9/6/2016	Principal Financial Group	\$778.59	Life Insurance - September
19785	9/6/2016	Safe-T-Lite of Modesto, Inc.	\$147.40	36" Lath, Eye Wash
19786	9/6/2016	Sheldon, Emily	\$15.00	Training - Per Diem
19787	9/6/2016	South San Joaquin Irrigation District	\$501.84	Routine Joint Supply Maintenance - July
19789	9/6/2016	Star Building Products	\$2,194.23	Premier Plug, Pallets
19791	9/6/2016	Sutter Gould Medical Foundation	\$413.91	First Aid Treatment - 2/6/16 & 2/23/16
19792	9/6/2016	Thorburn, Eric	\$12.50	Ag Advisory Group Meeting - Parking
19793	9/6/2016	T.P. Express	\$150.00	Portable Toilet Rental - September
19794	9/6/2016	Valley Entry Systems, Inc.	\$1,754.00	OID Yard Gates Repair
19795	9/6/2016	Visa	\$306.41	HP Elitebook Replacement Battery, Crush FTP License Fee
19796	9/6/2016	Visa	\$62.38	Lunch Meeting, Parking - OID Hearing
19797	9/6/2016	Visa	\$349.44	Registration - Training, USB Cables, Charges, Clips
19798	9/6/2016	W. H. Breshears, Inc.	\$8,343.02	Fuel
19799	9/6/2016	White Cap Construction Supply	\$3,596.22	Rebar, Fire Safety Cabinet, Swellstop Rolls, Wood Stakes
19800	9/6/2016	Wholesale Trailer Supply	\$1,577.21	Clevis Hooks, Pintle Hitches, Ball Mounts, Pintle Ring Plates
			<u>\$327,104.35</u>	



OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
September 6, 2016

Voided Check 19788, 19790

THE FOREGOING CLAIMS, NUMBERED 19714 Through 19800 INCLUSIVE  
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT  
AND ARE OBLIGATIONS AUTHORIZED THERETO.

_____	_____
_____	_____
_____	

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 4  
APN: N/A

**SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS**

**RECOMMENDED ACTION:** Approve

## BACKGROUND AND/OR HISTORY:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Rodden High Line	Install 1-18"x18"x11.5' Fresno fabricated Shop gate and 1-18"x10' Fresno 101C Slide gate. (APN: 006-088-004)	\$10,400	2016-035
Lane Pipeline	Install 1-12" bolt-on inline valve, 1-air vent Assembly, and 1-concrete connection collar. (APN: 064-027-017)	13,000	2016-036
Fitzpatrick Pipeline	Install 1-12" bolt-on inline valve, 1-air vent Assembly, and 2-concrete connection collars. (APN: 062-024-004)	12,800	2016-037
River Road Pipeline	Install 1-12" bolt-on inline valve, 2-concrete Connection collars, and 2-starter couplers. (APN: 006-013-021)	12,400	2016-038
Upper Spencer Pipeline	Remove and replace 22'x18" 100 PSI PIP PVC, 2-air vent assembly, 2-concrete connection Collars, and 2-18" starter couplers. (APN: 063-026-003)	34,200	2016-039
Town 'E' Pipeline	Install 20'x30" 100 PSI PIP PVC, 3-30" starter Couplers, 1-30" concrete connection collar, 1-30"x16.5' Fresno 101C slide gate, 1-18"x17' Fresno 101C slide gate. (APN: 062-004-008)	121,800	2016-040
Adams Lateral No. 2 Pipeline	Remove and install 1,340' 15" 100 PSI PIP PVC, 1-Krohne Enviromag 2000 flow meter, 1-15" Line gate, and other appurtenances. (APNs: 010-039-029/033/043/044)	86,600	2016-041
North Main Canal	Rehabilitation of approximately 4500 LF of the south bank of North Main Canal, and install 3-private irrigation pipeline crossings. (APNs: 002-065-002/003/004)	596,500	2016-042

**FISCAL IMPACT:** \$887,700

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE RESOLUTION ADOPTING RULES RELATED TO IRRIGATION WATER SERVICE POLICY AND RESOLUTION ADOPTING AGRICULTURAL WATER USER VOLUMETRIC BILLING PERIOD RULES**

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**RECOMMENDED ACTION:** Approve Resolutions

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**BACKGROUND AND/OR HISTORY:**

On July 20, 2016 staff gave a PowerPoint Presentation to the Board of Directors with recommended changes to the Rules Related to Irrigation Water Service Policy and the Volumetric Billing Period Rules. The Board approved the changes by a 5-0 vote and requested that the Resolutions memorializing these changes be brought back to the Board at its August 2, 2016 Board Meeting for adoption.

The policy has been changed to reflect California Water Code Sections 26000 and 26001. Attached is a legal opinion as requested by the Board.

The attached Resolutions replace Resolution 2015-96 (Rules Related to Irrigation Water Service Policy) and Resolution 2016-25 (Agricultural Water User Volumetric Billing Period Rules).

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- Resolution No. 2016-NIL Rules Related to Irrigation Water Service Policy
- Resolution No. 2016-NIL Agricultural Water User Volumetric Billing Period Rules
- Legal Opinion
- California Water Code Section 22280-22284

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL  
REPLACEMENT OF RESOLUTION NO. 2015-96**

**RULES RELATED TO IRRIGATION WATER SERVICE POLICY**

**WHEREAS**, Water Code section 22280, et. seq., (hereinafter identified by "Section" only) of the California Water Code ("Water Code") provides that the District may levy charges in lieu of assessments; and

**WHEREAS**, Section 22283 provides that the District may prescribe reasonable rules to carry out the provisions of Section 22280, et. seq.; and

**WHEREAS**, Section 25655 provides that a district may in lieu in whole or in part of levying the annual assessment for district purposes, use any revenue derived prior to or during the next ensuing calendar year from charges which the district may fix and collect pursuant to Section 22280; and

**WHEREAS**, the District desires to adopt certain rules, charges and penalties to implement said provisions;

**BE IT RESOLVED** that this resolution replaces Resolution No. 2015-096.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board of Directors of Oakdale Irrigation District desires to implement the attached Rules Related to Irrigation Water Service Policy effective July 20, 2016.

Upon motion of \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was unanimously adopted this 6<sup>th</sup> day of September 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb  
President

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

# **OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS**

**Subject:** **RULES RELATED TO IRRIGATION WATER SERVICE  
POLICY**

**Policy and Procedure No.:**

**Responsible Department:** **All Departments**

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## **PURPOSE**

The District has certain rules to implement its charges related to irrigation water service and related fees.

## **SCOPE**

This policy and procedure applies to all Departments.

## **POLICY AND PROCEDURE**

1. Annually, on or about November 1, the Board of Directors shall fix rates, charges and fees, including water "delivery" and "volumetric charges for the services specified in *California Water Code* Section 22280, et seq., (hereinafter identified by "Section" only) to be collected in lieu of levying annual assessments for such services. Revenue derived from such charges shall be used for District purposes in lieu of revenues from assessments.
2. All fees and costs associated with the website on-line payment will be the responsibility of the customer.
3. Applications for Surface Irrigation Water Abandonments received from landowners prior to December 31 shall be considered effective for the current billing period, if approved by the District and all prior year water charges are paid. Applications will remain valid only during the current billing period. A new application and application fee will be required for a new billing period. All current charges are considered due and payable as billed until final approval of the Agreement by the Board. Penalties and service charges applied to original charges will remain as billed, even when abandonment is completed, approved and original charges revised.

Applications received from landowners after December 31 shall be effective for the next year's billing period.

4. Section 22282.1 provides that the district may refuse service to any land if outstanding charges for services already rendered such land have not been paid within a reasonable time.

The District may refuse to furnish water to any parcel of land if outstanding charges for water or services already furnished or rendered to such land (including penalties) have not been paid in full by December 31<sup>st</sup> of that year.

5. Section 25929 provides that the District shall accept payment of current year charges tendered while prior charges are delinquent at the instructions of the landowner. However, water service will continue to be withheld until all prior delinquent charges, penalties, and costs have been collected.

6. The Board shall order ~~As ordered by the Treasurer, charges may be cancelled or modified~~ in accordance with Codes Section 26000, to cancel or modify, as may be proper, an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 or in this resolution shall be submitted to the Board of Directors for consideration.

7. On order of the Board ~~As ordered by the Treasurer,~~ in accordance with Section 26001, any assessments, penalties or costs thereon, or portions thereof, overpayment of charges, penalties or costs may shall be refunded by the treasurer if they were either:

- (a) Paid more than once.
- (b) Erroneously or illegally collected.
- (c) Paid with respect to property not in the district and which has never been in the district.

Any other refund of charges not mentioned in Section 26001 or in this resolution shall be submitted to the Board of Directors for consideration.

Overpayment on accounts resulting in a credit shall remain on account and applied to subsequent charges; unless otherwise requested by customer or if change in property title occurs.

Error made in payments not more than \$2.00 may be written-off by the Chief Financial Officer.

8. Section 22284 provides that when any charges fixed under *Water Code* section 22280, et seq., for water or other services become delinquent, they shall be collected by one or more of the procedures specified in Section 25806, including the placement of delinquent water charges and other related charges on the County Tax Roll in which the real property is situated.

Section 25806(2)(b) provides for where the County assumes the responsibility of collection pursuant to Chapter 7 (commencing with Section 26500), the amount of the unpaid charges may be added to and become part of, the annual charges levied upon the real property upon which the water for which the charges are unpaid was used and upon the real property subject to the charges for any other district services and shall constitute a lien on that real property upon recordation of the order confirming the assessment in the office of the county recorder of the county in which the real property is situated.

9. On or about July 15 of each year, the District shall notify those customers delinquent in the payment of water charges and other related charges, for the prior year's delinquent charges, of the District's intentions of the placement of delinquent accounts on the County Tax Roll in which the real property is situated.
10. When title to property within the District is transferred, the entire current year charges, as well as any and/all delinquent charges, shall be due and payable irrespective of the due dates. Title and escrow companies shall be notified accordingly when inquiries are made in connection with pending escrows.
11. In accordance with Penal Code, Section 498 – "Theft of Utility Services" and Water Code Section 22225, the District shall impose fees for the recovery of damages for the unauthorized diverting of water or tampering with OID water conveyance facilities.

When a fee is assessed for the unauthorized diverting of water or tampering with OID water conveyance facilities a written notice shall be mailed to the offender by certified mail. If the fee is not paid after fifteen days from receipt of the written notification, the offender's gate will be locked until paid. The requirement to pay the fine will not be waived during any assertion of innocence or error by the offender, however, the Board has full discretion to hear any matter brought before it on the matter and refund all or a portion of the fine based on individual circumstances.

In addition to the fine for tampering with the system, the offending party will be billed for all water that potentially was withdrawn from the OID system at the out-of-district water rate currently in effect. The volume determined to be withdrawn without authorization shall be determined by the Water Operations Manager.



**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL  
REPLACEMENT OF RESOLUTION NO. 2016-25  
  
AGRICULTURAL WATER USER VOLUMETRIC  
BILLING PERIOD RULES**

**WHEREAS**, Water Code Section 22283 provides that the District may prescribe reasonable rules to carry out the provisions of the Water Code section 22280, et seq.; and

**WHEREAS**, said change is exempt from CEQA under Public Resources Code Section 21080(a) (8); and

**WHEREAS**, on October 21, 2014, the District accepted and approved the increase in agricultural water user rates as identified in Exhibit A as the maximum that could be imposed without being subject to the requirements of Article XIII D(6) of the California Constitution; and

**WHEREAS**, the District on November 17, 2015 by Resolution No. 2015-97 adopted the 2016 Fixed Charge of \$27.81 per acre, and

**WHEREAS**, the District on March 1, 2016 by Resolution No. 2016-25 adopted the 2016 Volumetric,

**WHEREAS**, this Resolution is effective as of July 20, 2016; and

**BE IT RESOLVED** that said volumetric charge will be billed for the following periods:

- Start of the irrigation season through May 31<sup>st</sup> each year,
- June 1<sup>st</sup> through July 31<sup>st</sup>, each year,
- August 1<sup>st</sup> through the end of the irrigation season each year.

**BE IT FURTHER RESOLVED** that each volumetric billing is due within 30 days of said statement date. Irrigation water deliveries will continue if not paid by the aforementioned due date, and no penalties will be applied. If the current year's volumetric charges are not paid by December 31<sup>st</sup> at 5:00 p.m. each year, at the District office, a 10% penalty will be applied. Postmarks will not be accepted.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that parcels of lands with outstanding current year charges as of December 31<sup>st</sup> each year will not be furnished irrigation water for the subsequent irrigation season until these charges are paid in full.

Upon motion of Director \_\_\_\_\_, seconded by \_\_\_\_\_ and duly submitted to the Board for its consideration, the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this 6<sup>th</sup> day of September 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb  
President

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary



*Damrell Nelson Schrimp  
Pallios Pacher & Silva*  
ATTORNEYS

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August 30, 2016

Via Email to [srknell@oakdaleirrigation.com](mailto:srknell@oakdaleirrigation.com)  
and [kcook@oakdaleirrigation.com](mailto:kcook@oakdaleirrigation.com)

Steve Knell  
Kathy Cook  
Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 9536

Dear Mr. Knell and Ms. Cook:

This firm has been asked to provide a legal opinion as to whether section 7 of the Oakdale Irrigation District's ("OID") policy and procedure manual, stating that the Treasurer "may" refund overpayment of charges, penalties or costs is consistent with current statutes or whether the word "shall" should replace the word "may" in the policy.

The OID has concerns that it will be required to return payments made in advance if the language under section 7, is changed from "may" to "shall". However, under California Water Code, § 22283, a district may prescribe reasonable rules to carry out the provisions of the Water Code. Moreover, under Cal. Water Code, § 22282, whenever any charges for any service provided for under the Water Code have been fixed, they may be payable in advance. If charges for any service by the OID have been fixed or possibly can be fixed, the OID has the statutory authority under Cal. Water Code, §§ 22282 and 22283 to allow payments to be made in advance. Under the Rules Related To Irrigation Water Service Policy, section 1, the policy states that on or about November 1, the Board of Directors shall fix rates, charges, and fees for the services specified in Cal. Water Code, § 22280. Therefore, since the OID board fixes rates, charges, or fees for the services specified in Cal. Water Code, § 22280, landowners will be able to pay those fees in advance under Cal. Water Code, § 22282.

Cal. Water Code, § 26001 outlines three circumstances where the board must order the Treasurer to return fees to a customer of the OID. The language of Cal. Water Code, § 26001 reads:

**26001. On order of the board any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the**

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**treasurer if they were either:**

- (a) Paid more than once.**
- (b) Erroneously or illegally collected.**
- (c) Paid with respect to property not in the district and which has never been in the district.**

The three situations under Cal. Water Code, § 26001 and four situations under Cal. Water Code, § 26000 are the only scenarios where the board will have to order the Treasurer to return the assessment/charges to the individual landowners. The purpose of statutes like Cal. Water Code, §§ 26000 and 26001 are to outline specific situations where the board must order charges returned when pre-determined circumstances arise. Allowing the board or Treasurer discretion as to when they may return fees under the OID policy and procedure manual could conflict with the provisions of Cal. Water Code, § 26001. By continuing to use the word "may" instead of "shall" under section 7 of the OID policy, the board may be granting discretion to themselves and the Treasurer that is incompatible with Cal. Water Code, § 26001 and a challenge to the OID policy may be successful. Outside of those three circumstances outlined in § 26001 and the four circumstances outlined in § 26000, the board can use their statutory authority under Cal. Water Code, §§ 22282 and 22283 to allow payments in advance by customers if the rates are or become fixed.

Please contact me if you have any further questions or if you would need any further information.

Very truly yours,

DAMRELL, NELSON, SCHRIMP,  
PALLIOS, PACHER & SILVA



Fred A. Silva

FAS:tb

## WATER CODE

### SECTION 22280-22284

22280. Any district may in lieu in whole or in part of levying assessments fix and collect charges for any service furnished by the district, including, but not limited to, all of the following:

(a) (1) Use, sale, or lease of water, which may include, pursuant to the notice, protest, and hearing procedures in Section 53753 of the Government Code, a standby charge whether the water is actually used or not.

(2) If the procedures set forth in this section as it read at the time a standby charge was established were followed, the district may, by resolution, continue the charge pursuant to this section in successive years at the same rate. If new, increased, or extended assessments are proposed, the district shall comply with the notice, protest, and hearing procedures in Section 53753 of the Government Code.

(b) Delivery of water for irrigation in excess of a specified quantity per unit of land.

(c) Water and the service thereof required by law or provisions of agreements under which all or part of the water supply of the district was acquired to be furnished outside its boundaries to consumers whose rights to service were at the time the supply of water was acquired by the district enforceable by reason of their status as persons of the class for whose benefit the water was appropriated or dedicated.

(d) Use of water for power purposes.

(e) Sale of electric power.

(f) Connections to new pipelines or extensions of existing pipelines required to serve water to lands in the district not adjacent to existing distribution works and which have been constructed in whole or in part at the expense of the district.

(g) Services performed under contracts made pursuant to Section 22234.

(h) Use of water for groundwater recharge.

22281. A district may charge higher rates for the service of water to any land that is not subject to assessment by the district than is charged other land in the district for similar service.

22281.1. A district may establish a charge for the right to connect to new pipelines or extensions of existing pipelines constructed in whole or in part at the expense of the district in such amounts as in the opinion of the board will reimburse the district for the cost of construction advanced by the district.

The connection charge shall be as nearly as possible an amount equal to that proportion of the cost of construction of the new pipeline or extension that the area to be served by the connection bears to the total area to be served by the new pipeline or extension.

22282. Whenever any charges for any service provided for by this division have been fixed, they may be made payable in advance.

22282.1. A district may refuse service to any land if outstanding charges for services already rendered such land have not been paid within a reasonable time.

22283. A district may prescribe reasonable rules to carry out the provisions of this article.

22284. A district may prescribe by rule that when any charges fixed for services under Section 22280 become delinquent, the charges may be collected in accordance with procedures specified in Section 25806.

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## **WATER CODE**

### **SECTION 26000-26003**

26000. A board shall order the collector to cancel or modify, as may be proper, an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its full cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in the district.

26001. On order of the board any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the treasurer if they were either:

- (a) Paid more than once.
- (b) Erroneously or illegally collected.
- (c) Paid with respect to property not in the district and which has never been in the district.

26002. No order for a refund under this article shall be made except upon a claim both:

- (a) Verified by the person who paid the assessments, penalties, or costs, his guardian, executor, or administrator.
- (b) Filed within three years after the making of the payment sought to be refunded.

26003. The board may order the collector to cancel the uncollected assessment on any property which because of transfer to the State or another public agency is determined to be uncollectible.

---

## **WATER CODE**

### **SECTION 26000-26003**

26000. A board shall order the collector to cancel or modify, as may be proper, an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its full cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in the district.

26001. On order of the board any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the treasurer if they were either:

- (a) Paid more than once.
- (b) Erroneously or illegally collected.
- (c) Paid with respect to property not in the district and which has never been in the district.

26002. No order for a refund under this article shall be made except upon a claim both:

- (a) Verified by the person who paid the assessments, penalties, or costs, his guardian, executor, or administrator.
- (b) Filed within three years after the making of the payment sought to be refunded.

26003. The board may order the collector to cancel the uncollected assessment on any property which because of transfer to the State or another public agency is determined to be uncollectible.

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 6  
APN: N/A

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**SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2016-GSA-005 WITH ALLIED CONCRETE SUPPLY CO., INC. TO PROVIDE CONCRETE AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Authorize General Manager to Execute General Services Agreement 2016-GSA-005

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**BACKGROUND AND/OR HISTORY:**

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultant/vendor will be utilized by the District for services throughout the year. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract. Staff has prepared a General Services Agreement for the following consultant/vendor:

Allied Concrete Supply Co., Inc.

Staff recommends that the Board authorize the General Manager to execute the General Services Agreement 2016-GSA-005 with Allied Concrete Supply Co., Inc.

**FISCAL IMPACT:** Unknown, as needed basis.

**ATTACHMENTS:**

- 2016-GSA-005
  - Exhibit "B"
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**





## GENERAL SERVICES AGREEMENT

**THIS GENERAL SERVICES AGREEMENT** (this "Agreement") is effective as of September 6, 2016, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Allied Concrete & Supply Co., Inc. ("Contractor"), with offices at P.O. Box 1022, Modesto, CA 95353.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A" (the "Work") or Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
  - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
  - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.

4. **Licensing:** Contractor shall have and maintain a current and valid **California Business License** for the duration of the Work.

Business license # 190607

Expires: 6/30/2017

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.

- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a fifteen percent (15%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

- B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and

Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.

- C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.

6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as **additional insureds**.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

**B. Limits:** Contractor shall maintain limits no less than the following limits:

- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**C. Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
- ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
- iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
- iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D. Subrogation:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act",

Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's negligence or willful misconduct. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence, recklessness or willful misconduct of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations, and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
- A. **Necessary Precautions:** Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
- i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
- ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less



effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and

customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District's premises, or induce the District to use any confidential information that belongs to anyone other than the District or Contractor.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor's operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.
24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contract upon thirty (30) days prior written notice to Contractor.
  - A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
    - i. The breach of any terms or conditions of this Agreement by Contractor;



- ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
- iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
- iv. The hiring of OID personnel on a temporary or part-time basis.

25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.

26. **Miscellaneous:**

- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
- B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
- C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
- E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.
- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.

- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

**OAKDALE IRRIGATION DISTRICT**

**ALLIED CONCRETE & SUPPLY CO., INC.**

\_\_\_\_\_  
Name: Steve Knell, P.E.  
Position: General Manager

\_\_\_\_\_  
Name: Jim Ruddy  
Position: Vice President - Sales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT "A"**

### **SCOPE OF WORK**

**Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.**

## **EXHIBIT "B"**

**Refer to attached quote dated August 29, 2016 noted as Exhibit "B" for rates, inclusions and exclusions. Rates are good for a period from September 6, 2016 through March 31, 2017.**

**All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.**

Allied Concrete & Supply Co., Inc.  
PO Box 1022  
Modesto, CA 95353  
(209) 524.3177 ext. 101 office  
(209) 524.4765 fax

**Allied Concrete & Supply Co., Inc.**

# Quote

<b>To:</b> Jason Jones w/ Oakdale Irrigation District	<b>From:</b> Jim Ruddy
<b>Fax:</b> (209) 840-5578	<b>Pages:</b> 3
<b>Phone:</b> (209) 840-5535	<b>Date:</b> 29-Aug-16
<b>Re:</b> Revised Material Quote	<b>e-mail:</b> <a href="mailto:jjones@oakdaleirrigation.com">jjones@oakdaleirrigation.com</a>

## • Comments:

The following revision is due to the discovered exemption from prevailing wage where the subdivision of the state uses their own labor force to perform the required work, referred to as "force work" within the determination.

Revised pricing for your General Services Agreement are as follows:

6 sack 4000 psi concrete will be \$88.00 per cubic yard.

6.5 sack dry gunite will be \$96.00 per cubic yard.

Monofilament fiber dosed at the manufacturer recommended 1.0 lb/cubic yard will be \$5.00.

Fibrillated fiber dosed at the manufacturer recommended 1.5 lbs/cubic yard will be \$6.00.

Additional cement or admix will be available upon request at an additional charge.

There is a \$50.00 delivery charge for orders less than 6 cubic yards.

There will be a **\$7.00 per cubic yard** increase on **1 April 2017** and additional increases of \$5.00 per cubic yard each subsequent 6 months until completion of the project or end of the contract period; whichever comes first.

You are allowed 7 minutes per cubic yard to unload the truck after which you will be assessed \$1.75 per minute standby charge.

Contractor must provide a place for the truck to rinse down after pouring.

There is a \$20.00 environmental fee for concrete pumps washing out into each truck. This is charged only when the pump is rinsed out and not when clearing system by pumping of concrete only.

Any work deemed to be a public works project and subject to prevailing wages (work through a contractor or subcontractor) will be subject to the local prevailing wage as established by the State of California and will incur additional charges to cover the administration and costs associated with such including but not limited to the following:

- \$300 per day job setup fee for each day concrete is delivered
- \$20.00 per load surcharge for each load delivered
- Delivery Charge to \$150.00 per load for less than 6 cubic yards
- \$2.75 per minute for standby time
- Additional after hour charges for deliveries outside of our normal hours of operation, including Saturday deliveries and deliveries after 3:00 pm

All testing, including for approval of mixes, material required for testing or certification of equipment, if needed, will be at the expense of the contractor.

All mixes are subject to change based on testing results. All changes to the mix designs for compliance will be paid for by the contractor.

Prices are for normal hours of operation, Monday through Friday. Deliveries outside of normal hours of operation are subject to additional fees.

We will not be responsible for any material shortages, directly or indirectly related to this project, or for material that is not available on hand due to failure of providing adequate notice prior to pouring or failing to provide adequate quantities needed for a pour.

Our credit terms are net 10<sup>th</sup> of the month. Anything outside of our terms may be subject to a 1½% interest charge each month. Any fees associated with the collection of account, including attorney fees or court costs, will be paid by the customer.

Contractor will be responsible for providing a safe work site as well as, but not limited to, safe ingress and egress onto the jobsite. In the event in which a truck requires a tow truck, crane or other means of extraction, the contractor will be responsible for all costs associated with the extraction as well as any damage which is incurred. A representative from Allied Concrete & Supply Co., Inc. must approve any means of extraction prior to commencing, including but not limited to the use of tractors, excavators, semi-trucks, or other any other method.

This agreement requires compliance with the requirements of the Public Works Chapter of the Labor Code as well as proper notification for all projects subject to prevailing wage as determined by the State of California including but not limited to the contact information (including name, mailing address, e-mail and phone number) for the Awarding Body, General Contractor and any subcontractors with which involvement is expected, a legal description of the jobsite location, the project name, DIR number and/or any other identifying nomenclature specific to this project with a description of the scope of work (see attached form).

All fees associated with the acquisition of the proper insurance documentation, such as but not limited to additional insured and waivers of subrogation, as well as the fees to maintain such will be paid for by the contractor.

Allied Concrete will not warranty against slab curl or cracks of any nature.

All prices are plus tax. **Signed contract MUST BE RETURNED for quoted prices to be valid.**

Please ensure that Allied Concrete is added to the distribution list for all cylinder reports as per ASTM C-94 Section 6.7 (2009) which states, "The purchaser shall ensure that the manufacturer is provided copies of all reports of tests performed on concrete samples taken to determine compliance with specification requirements. Reports should be provided on a timely basis."

The reports may be either e-mailed to [jim@allied-concrete-supply.com](mailto:jim@allied-concrete-supply.com), faxed attention QC to (209) 524-4765 or mailed to PO Box 1022, Modesto, CA 95353.

Thank you,

Jim Ruddy



Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title (Print): \_\_\_\_\_

Company: \_\_\_\_\_

Project Information:

Project Name: \_\_\_\_\_

DIR Number (if applicable): \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Desc.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Advertised Bid Date: \_\_\_\_\_

Start Date: \_\_\_\_\_

Contract #: \_\_\_\_\_

Other: \_\_\_\_\_

Awarding Body (Owner):

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

General Contractor:

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

Sub-Contractor(s):

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Other: \_\_\_\_\_



August 29, 2016

Job #: \_\_\_\_\_

Contract Amount: \_\_\_\_\_



# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 7  
APN: N/A

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**SUBJECT: APPROVE WORK RELEASE NO. 057 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO STAKE THE ADAMS LATERAL NO. 2 RIGHT OF WAY THROUGH APNS: 010-039-029/033/043**

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**RECOMMENDED ACTION:** Authorize General Manager to Execute Work Release No. 057

---

**BACKGROUND AND/OR HISTORY:**

Work Release No. 057 will allow Giuliani & Kull to provide the necessary research, calculations, fieldwork and drafting to determine the right of way for the Adams Lateral No. 2 adjacent to the parcels noted. Giuliani and Kull will mark the right of way in the field with wood hubs and lath at all angle points and intervals not to exceed 200' on the north and south right of way lines. This staking will aid in determining the location for the Adams No. 2 Pipeline Replacement Project.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$2,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 057 for professional services as described above.

**FISCAL IMPACT:**

- Estimated amount: \$2,000.00

**ATTACHMENTS:**

- Work Release No. 057
  - Exhibit "A"
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**



## **Work Release #057**

### **Adams Lateral No. 2 – Right-of-Way Staking** **APN: 010-039-029/033/043**

#### **Description**

The Oakdale Irrigation District (OID) requires Giuliani & Kull to stake the Right-of-Way for the Adams Lateral No. 2. Giuliani & Kull will perform the necessary research, calculations, field work and drafting to determine the right of way for the Adams Lateral No. 2 adjacent to the parcels noted above and will mark the right of way in the field with wood hubs and lath at all angle points and intervals not to exceed 200' on the north and south right of way lines. Giuliani & Kuhl will also survey and mark any existing property corners for avoidance during construction. See the attached Exhibit "A" for details, inclusions and exclusions.

#### **Pricing & Schedule**

Pricing to perform the Scope of Work described will be on a Time & Materials basis using the Hourly Rates in accordance with 2009-PSA-015 with an estimated cost as follows.

<b>Adams Lateral No. 2 Staking</b>	<b>Estimated Total:</b>	<b>\$ 2,000.00</b>
------------------------------------	-------------------------	--------------------

The Work is to start and be completed as soon as possible.

#### **Terms and Conditions:**

All Terms and Conditions for Work Release No. 057 will remain in effect as identified in the **Professional Services Agreement 2009-PSA-015**.

#### **Oakdale Irrigation District**

By: \_\_\_\_\_

Name: Steve Knell, P.E.

Title: General Manager

Date: \_\_\_\_\_

#### **Giuliani & Kull, Inc.**

By: \_\_\_\_\_

Name: Bill Kull

Title: President

Date: \_\_\_\_\_

Exhibit "A"



August 16, 2016

Emily Sheldon  
Oakdale Irrigation District  
1205 E. F Street  
Oakdale, CA 95361

Subject:        Proposal for Surveying Services  
                 Adams Lateral No. 2 Right-of-Way Staking

Dear Ms. Sheldon:

We are pleased to offer the attached estimate for surveying services associated with staking the north and south right-of-way lines of the Adams Lateral No. 2 located adjacent to the following properties:

- APN 010-039-029, 010-039-033 & 010-039-043

A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

**GIULIANI & KULL, INC.**

Kevin S. Cole, P.L.S.  
P.L.S. 8853

## **AGREEMENT**

### **ESTIMATE FOR SURVEYING SERVICES**

#### **SITE**

- Adams Lateral No. 2 adjacent to APN 010-039-029, 010-039-033 & 010-039-043

#### **CLIENT**

Oakdale Irrigation District

Contact: Emily Sheldon

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

#### **CONSULTANT**

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

This agreement entered into in Oakdale, California hereby binds the Client and Consultant to the following Scope of Services and Compensation:

## **SCOPE OF SERVICES**

The following scope of services is offered for performing staking of the Adams Lateral No. 2.

### **Adams Lateral No. 2 Right-of-Way Staking**

Consultant will perform the necessary research, calculations, fieldwork, and drafting to determine the right-of-way for the Adams Lateral No. 2 adjacent to Stanislaus County APN 010-039-029, 010-039-033 & 010-039-043. The lateral will be marked with a wood hub and lath and all angle points and intervals not to exceed 200' on the north and south right-of-way lines of said lateral within the project area specified. Any existing property corners found will be surveyed and marked for avoidance during construction.

## **SERVICES NOT INCLUDED**

The following services are specifically not included as a part of the consultants work effort under this contract:

- Environmental documents, reports or studies
- Architectural, landscape architecture or structural services
- Utility design for gas, sewer, water, electric or phone
- Payment of fees associated with the herein described scope of work
- Pump and Structure Design
- Geotechnical, Well, & Septic System Design
- Record of Survey

The above listing is not intended to be exhaustive and shall not be construed to include any work as offered under this proposal except as specifically identified in the Scope of Services.

## **CLIENT PROVIDED DATA**

The following data information and materials are to be provided by the Client:

- Payment of application, permitting fees, plan checking, and/or recording fees
- Access to the site for survey work
- Any additional information available regarding the project (Deeds, Title Report)

### **COST OF SERVICES**

The cost of the professional services described in the Scope of Services is estimated as follows:

<b>Adams Lateral No. 2 Staking</b>	<b><u>\$2,000.00</u></b>
<b>TOTAL</b>	<b>\$2,000.00</b>

### **TERMS**

The services described herein will be provided in accordance with the existing Professional Services Agreement. Work performed will be billed in accordance with our Schedule of Hourly Rates as approved by the Oakdale Irrigation District Board of Directors.

If this proposal is acceptable, please provide written authorization to proceed at your earliest convenience. We look forward to working with you on this project.

Respectfully submitted,



Kevin S. Cole, L.S.  
Giuliani & Kull, Inc.  
PLS#8853

Accepted,

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 8  
APN: N/A

---

**SUBJECT: APPROVE WORK RELEASE NO. 022 TO GENERAL SERVICES AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING, BENDING, AND PLACEMENT OF REBAR FOR ONE (1) STANDARD CONTROL STRUCTURE LOCATED ON THE TOWN E PIPELINE**

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**RECOMMENDED ACTION:** Authorize General Manager to Execute Work Release No. 022

---

**BACKGROUND AND/OR HISTORY:**

Northern Steel, Inc. will furnish all necessary labor, tools, equipment, transportation, and materials for the cutting, bending and placement of rebar for one (1) Standard Control Structure located on the Town E Pipeline. The Work will be performed on a lump sum basis and completed by March 1, 2017.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 022 to General Services Agreement 2013-GSA-032 for the furnishing, cutting, bending, and placement of rebar. For the inclusions and exclusions see the attached Exhibit "A" for details.

**FISCAL IMPACT:** \$3,300.00

**ATTACHMENTS:**

- Work Release No. 022
  - Exhibit "A"
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**





## **Work Release No. 022**

### **Supply Rebar and Tie in Place for One (1) ea. Standard Control Structure on the Town E Pipeline – OID #2016-040**

#### **Scope of Work**

Furnish all necessary labor, tools, equipment, transportation, and materials for the supply, cutting, bending, and tying in place of rebar for one (1) ea. standard control structure located on the Town E Pipeline. The price will include two field trips to complete the Scope of Work. The Work will be performed for a Lump Sum amount based on the drawings previously provided to Northern Steel, Inc.

**Lump Sum Amount: \$ 3,300.00**

See Exhibit "A" for terms, disclaimers, inclusions and exclusions.

#### **Schedule**

The Schedule will be for the Work to be performed and completed before March 1, 2017. The OID contact will be Mr. Jason Jones, Support Services Manager who will coordinate the work. Mr. Jones can be contacted at his office, the telephone number is (209) 840-5535, or at his cell phone number (209) 495-3672.

#### **Terms and Conditions**

All Terms and Conditions identified in **General Services Agreement 2013-GSA-032** will remain in effect for Work Release No. 022.

**All work over \$1,000.00 will be at prevailing wage rates.**

#### **Oakdale Irrigation District**

By: \_\_\_\_\_

Name: Steve Knell, P.E.

Title: General Manager

Date: \_\_\_\_\_

#### **Northern Steel, Inc.**

By: \_\_\_\_\_

Name: Michael Jackson

Title: CFO

Date: \_\_\_\_\_



Exhibit "A"  
**NSI**  
NORTHERN STEEL, INC.

1636 Culpepper Ave.

p: 209-527-7934

f: 209-527-8765

northernsteel@gmail.com

**Customer:** Oakdale Irrigation District  
1205 East "F" Street  
Oakdale, CA 95361

**Date:** 8/24/2016

**Job Name:**

**Plan Date:**

**Addenda:**

## BID PROPOSAL

Material & Labor Price	Total
Tied in place Town E Pipeline Box 6'-4" x 10'-9" x 15'-9"	3,300.00

**TERMS:** This bid is good for 30 days. Payment terms are 30 days from billing for labor performed and materials consumed or delivered to job site. Past due accounts will be charged a finance charge at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%. No retention is to be held more than 30 days after installation is complete. This page must be included as an addendum to any contract you provide. All applicable taxes are included. We are union signatories.

**Total \$3,300.00**

**EXCLUSIONS:** Unless specified in the description, all of the following are excluded from the cost of this bid: C.J. Dowels, masonry reinforcement, light pole footings, welding, welded bars, pour watchman, rebar guards, labor on existing reinforcement, cost of bonds, liquidated damages, city/ county standards reinforcement, reinforcement not shown on bid plans, testing, inspection, drilling, grouting, misc. iron, engineers allowance, galvanized or epoxy coated rebar, anchor bolt ties, pre-cast reinforcement, threaded rods, inserts, mechanical couplers, and rebar protection. Where other trades' connections go through footing, rebar and labor needed to install will be extra. Unless specified, NO SITE WORK IS INCLUDED.

**CONTRACTOR PROVIDES:** Lines, grades, templates, scaffold, hoisting, lowering, clear access to structures, lay down area within 50' of each structure, safe working environment, layout (including layout of masonry dowels), wooden templates for dowels, field measurements, clear access to excavations (no doubling up of forms; added time will be billed as an extra).

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 9  
APN: N/A

---

**SUBJECT: APPROVE AMENDMENT NO. 06 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-004 WITH DAMRELL, NELSON, SCHRIMP, PALLIOS, PACHER & SILVA TO ADD ADDITIONAL STAFF FOR INVOICE PROCESSING SERVICE**

---

**RECOMMENDED ACTION:** Authorize General Manager to Execute Amendment No. 06

---

**BACKGROUND AND/OR HISTORY:**

This Amendment was presented to the Board of Directors at their August 17, 2016 Board Meeting and was pulled from the agenda for clarification on the possibility of a conflict of interest between the Damrell Law Firm and the District. This Agenda Report is presented to the Board strictly to amend the Professional Services Agreement to add a staff member, Brandy Barnes from the Damrell firm, who may periodically be billing her services to the OID.

Any discussion regarding a conflict of interest is a separate issue and should be dealt with separately. That issue is being addressed by the District's General Counsel, who has obtained another law firm to write that opinion. Once completed that will be brought back to the Board.

The District has a Professional Services Agreement with Damrell, Nelson, Schrimp, Pallios, Pacher & Silva who provide legal counsel and representation to the District in connection with the District's needs for legal services as directed by the General Manager. The Exhibit "B" Hourly Billing Rate Schedule will be revised to add one additional Staff to the Rate Schedule.

Staff recommends that the Board approve Amendment No. 06 and authorize the General Manager to execute Amendment No. 06 to amend Professional Services Agreement 2009-PSA-004 and revise the rates per the Amendment.

**FISCAL IMPACT:** Unknown at this time

**ATTACHMENTS:**

- Contract Amendment No. 06
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**



**OAKDALE IRRIGATION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
2009-PSA-004, AMENDMENT NO. 06**

**WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**, made this 17th day of August, 2016, by and between Oakdale Irrigation District, hereinafter called the "District" and Damrell, Nelson, Schrimp, Pallios, Pacher & Silva hereinafter called the "Consultant" agrees to furnish all the labor, equipment, and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by District per this AMENDMENT.

In connection with the foregoing Contract, the parties hereto mutually agree as follows:

1. Revise the **Exhibit "B"** Hourly Billing Fee and Rate Schedule to add the following personnel at the hourly rate indicated:

**Brandy Barnes                      \$225/Hour**

There are no other changes to the Professional Service Agreement. All Terms and Conditions of the original Professional Services Agreement remain the same for this Amendment No. 06.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands.

**OAKDALE IRRIGATION DISTRICT**

**DAMRELL, NELSON, SCHRIMP,  
PALLIOS, PACHER & SILVA**

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 10  
APN: 014-047-006

---

**SUBJECT: APPROVE ABANDONMENT AND QUITCLAIM OF A PORTION OF THE HOBRON LATERAL (APN: 014-047-006 – THE DIXON FAMILY TRUST)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District received a request to review the possibility of quitclaiming and abandoning a portion of the Hobron Lateral situated within the parcel noted above downstream of the first drop structure and only remaining turnout will be utilized as a delivery point. Staff has reviewed and determined that this portion of the Hobron Lateral is operationally unnecessary and that quitclaim and abandonment of this facility will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors formally quitclaim and abandon said facility by Resolution of Abandonment and Quitclaim Deed (attached).

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Project Site Map
  - Abandonment Request – Hobron Lateral
  - Abandonment Resolution
  - Quitclaim Deed
  - Quitclaim Resolution
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

014-045-005

014-047-008

A PORTION OF OI D'S HOBRON LATERAL  
TO BE ABANDONED AND QUITCALIMED.

PROJECT SITE  
014-047-006

Dusty Lane

014-047-005

014-048-009

014-048-007

014-048-006

Dry Creek

Dry Creek

Branch of Dry Creek

OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ABANDONMENT AND QUITCLAIM OF A  
DISTRICT FACILITY  
APN: 014-047-006



**O I D**  
OAKDALE IRRIGATION DISTRICT



DATE: AUG. 29 2016  
DRAWN BY: CMK  
CHECKED BY: ECT

THE DIXON FAMILY TRUST

NOT TO SCALE  
SHEET 1 of 1

2704 College Ave  
Modesto, CA 95350

RECEIVED

JUN - 3 2016

OAKDALE ID

June 3, 2016

Oakdale Irrigation District

1205 East "F" Street

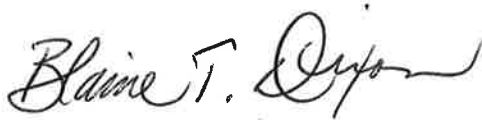
Oakdale CA 95361

Re: Filling the end of Palmer Lateral

I am requesting the abandonment of the end Palmer Lateral through my parcel  
from the last drop down stream.

It now serves no useful purpose. It contains stagnant water and is a potential hazard  
for mosquitoes, etc.

Sincerely,

A handwritten signature in cursive script that reads "Blaine T. Dixon". The signature is written in dark ink and is positioned below the word "Sincerely,".

Blaine T. Dixon

APN : 014-047-006

9037 Dusty Lane  
Modesto, CA 95375

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**ABANDONMENT OF A DISTRICT FACILITY**

**HOBRON LATERAL**

**APN: 014-047-006**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as the Hobron Lateral, with the centerline as described under Parcel No. 1 in that Grant of Easement with Instrument No. 1974-22244, recorded December 9, 1974 in the Office of the Stanislaus County Recorder, commencing from the described point of beginning thence south 61° 49' 30" East 154.00 feet; thence Easterly 163.36 feet to a point along a tangent curve, concave to the North, having a radius of 175.00 feet and a central angle of 51° 00' 13" to a point, and the end of the description of this portion, located within the Southwest Quarter of the Northwest Quarter of Section 24, Township 3 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcel noted above; and

**WHEREAS**, this portion of the Hobron Lateral has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the use of this portion of the Hobron Lateral and has no need to maintain said facility through the parcel noted above, and the abandonment of said portions of the facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of this portion of the Hobron Lateral as herein described and as shown on the attached Project Site Map attached hereto as "Exhibit A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, Board President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**

1205 East F Street  
Oakdale, CA 95361

APN: 014-047-006

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – HOBRON LATERAL**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Blaine T. Dixon and Carol D. Dixon, as co-trustees of The Dixon Family Trust, any interest in that portion of the Hobron Lateral and its original sixty (60) foot easement with centerline as described under Parcel No. 1 in that Grant of Easement with Instrument No. 1974-22244, recorded December 9, 1974 in the Office of the Stanislaus County Recorder, commencing from the described point of beginning thence south 61° 49' 30" East 154.00 feet; thence Easterly 163.36 feet to a point along a tangent curve, concave to the North, having a radius of 175.00 feet and a central angle of 51° 00' 13" to a point, and the end of the description of this portion. Said lateral is as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on September 6, 2016, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

---

Steve Webb, President

---

Date

---

Steve Knell, P.E., Secretary

---

Date

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**AUTHORIZING QUITCLAIM DEED TO  
THE DIXON FAMILY TRUST**

**APN: 014-047-006**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as the Hobron Lateral with centerline as described under Parcel No. 1 in that Grant of Easement with Instrument No. 1974-22244, recorded December 9, 1974 in the Office of the Stanislaus County Recorder, commencing from the described point of beginning thence south 61° 49' 30" East 154.00 feet; thence Easterly 163.36 feet to a point along a tangent curve, concave to the North, having a radius of 175.00 feet and a central angle of 51° 00' 13" to a point, and the end of the description of this portion, located within the Southwest Quarter of the Northwest Quarter of Section 24, Township 3 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, this portion of the Hobron Lateral has been reviewed by the Oakdale Irrigation District's Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of this portion of the Hobron Lateral and has no need to maintain said portion of the facility within the parcel noted above and the abandonment of said portion of the facility will not be detrimental to the operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Hobron Lateral and any interest in its original sixty (60) foot easement with centerline as described under Parcel No. 1 in that Grant of Easement with Instrument No. 1974-22244, recorded December 9, 1974 in the Office of the Stanislaus County Recorder, commencing from the described point of beginning thence south 61° 49' 30" East 154.00 feet; thence Easterly 163.36 feet to a point along a tangent curve, concave to the North, having a radius of 175.00 feet and a central angle of 51° 00' 13" to a point, and the end of the description of this portion, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary

014-045-005

014-047-008

A PORTION OF OID'S HOBRON LATERAL TO BE QUITCLAIMED APPROXIMATELY ONE HUNDRED (100) LINEAR FEET DOWNSTREAM OF ITS INTERSECTION WITH OID'S PALMER LATERAL.

PROJECT SITE  
014-047-006

014-047-005

Dusty Lane

Private Drive

Coulter Pond  
1942-6223

Coulter Reclamation  
Pump ( 15 H.P. )

Dam

Coulter Pump Pipeline  
20' 74-22244

014-048-009

014-048-007

014-048-006

Branch of Dry Creek

Dry Creek

Dry Creek

OAKDALE IRRIGATION DISTRICT

1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF A DISTRICT FACILITY  
APN: 014-047-006



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: AUG. 29 2016  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 11  
APN: 064-032-034/037

---

**SUBJECT: APPROVE ABANDONMENT AND QUITCLAIM OF A PORTION OF THE KUHN DRAIN AND VALK DRAIN (APNs: 064-032-034/037 – DON VALK)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District received a request to review the possibility of quitclaiming and abandoning a portion of the Kuhn Drain and the Valk Drain in its entirety within the parcels noted above. Staff has reviewed and determined that the proposed portions of the facilities are operationally unnecessary and that quitclaim and abandonment will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors (Board) formally quitclaim and abandon said facilities by Resolution of Abandonment and Quitclaim Deed (attached).

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Project Site Map
  - Abandonment Request – Kuhn Drain and Valk Drain
  - Abandonment Resolutions (2)
  - Quitclaim Deeds (3)
  - Quitclaim Resolutions (3)
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**







## OAKDALE IRRIGATION DISTRICT

### REQUEST FOR INFORMATION

NAME: Don Valk DATE: 7/31/15

Business Name, if applicable: \_\_\_\_\_

Address: 8500 Valk Rd., Oakdale

Cell Home Telephone Number: 209 606-9601 Fax Number: \_\_\_\_\_

Daytime Telephone Number (if different from above) \_\_\_\_\_

Briefly explain your question(s) as they pertain to Oakdale Irrigation District Policy, Infrastructure, Rights-of Way, Easements, etc., in the space provided below:

I Don Valk would like to request OID formally  
quit claim the facility known as the Valk & Kuhn drains  
located within APNs, 064-072-037/034

Don Valk [Signature]

[NOTE: Oakdale Irrigation District will endeavor to meet your needs as soon as possible. However, OID policy states that all written inquiries will be responded to within thirty (30) working days from the date of the request. Duplication costs are \$.22 per page.]

#### FOR OFFICIAL USE ONLY

Issued To (name/department): \_\_\_\_\_

Issued By (name/department): \_\_\_\_\_

Date Issued: \_\_\_\_\_ Date Information Provided: \_\_\_\_\_

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**ABANDONMENT OF A DISTRICT FACILITY**

**KUHN DRAIN**

**APN: 064-032-034/037**

**WHEREAS**, the Oakdale Irrigation District facility known as the Kuhn Drain, located within the Southwest Quarter of Section 35, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcel noted above; and

**WHEREAS**, the Kuhn Drain has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the use of the Kuhn Drain and has no need to maintain said facility through the parcels noted above, and the abandonment of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of the Kuhn Drain as herein described and as shown on the attached Project Site Map attached hereto as "Exhibit "A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, Board President

\_\_\_\_\_  
Steve Knell, P.E., Secretary





**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**ABANDONMENT OF A DISTRICT FACILITY**

**VALK DRAIN**

**APN: 064-032-034**

**WHEREAS**, the Oakdale Irrigation District facility known as the Valk Drain, located within the South Half of Section 35, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcel noted above; and

**WHEREAS**, the Valk Drain has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the use of the Valk Drain and has no need to maintain said facility through the parcel noted above, and the abandonment of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

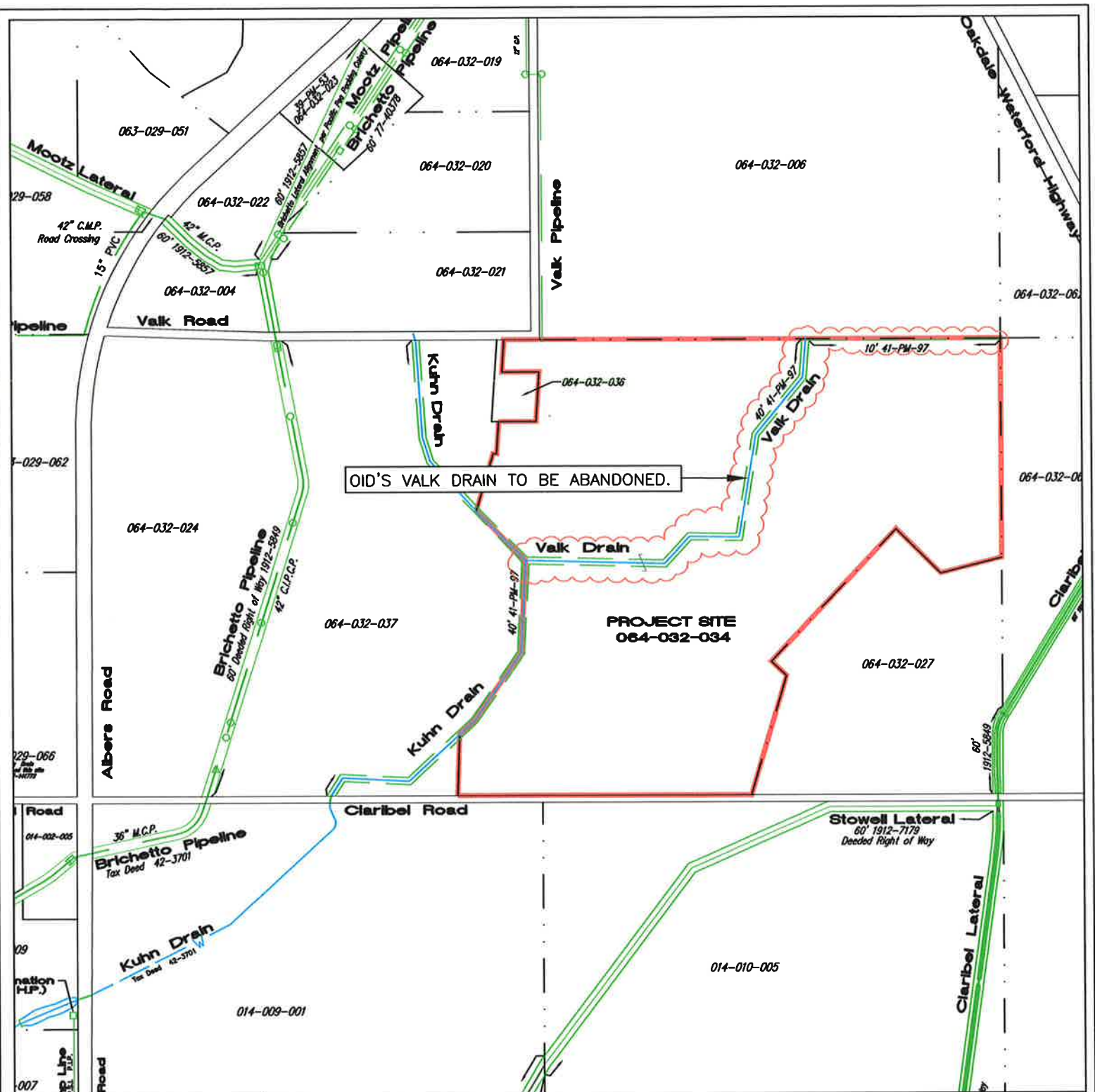
**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of the Valk Drain as herein described and as shown on the attached Project Site Map attached hereto as "Exhibit "A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, Board President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



**OAKDALE IRRIGATION DISTRICT**  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

**PROJECT SITE MAP**  
**ABANDONMENT OF A DISTRICT FACILITY**  
**APN: 064-032-034**



**OID**  
 OAKDALE IRRIGATION DISTRICT



DATE: AUG. 29 2016  
 DRAWN BY: CMK  
 CHECKED BY: ECT

**EXHIBIT "A"**

NOT TO SCALE  
 SHEET 1 of 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**

1205 East F Street  
Oakdale, CA 95361

APN: 064-032-034

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – VALK DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Don Valk, any interest in that portion of the Valk Drain and the associated ten (10) foot easement situated along the north property line and forty (40) foot dedicated easement situated within and meandering through the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder, and as shown on that certain Parcel Map recorded June 21, 1989, in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder. Said easements are as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on September 6, 2016, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

---

Steve Webb, President

---

Date

---

Steve Knell, P.E., Secretary

---

Date

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

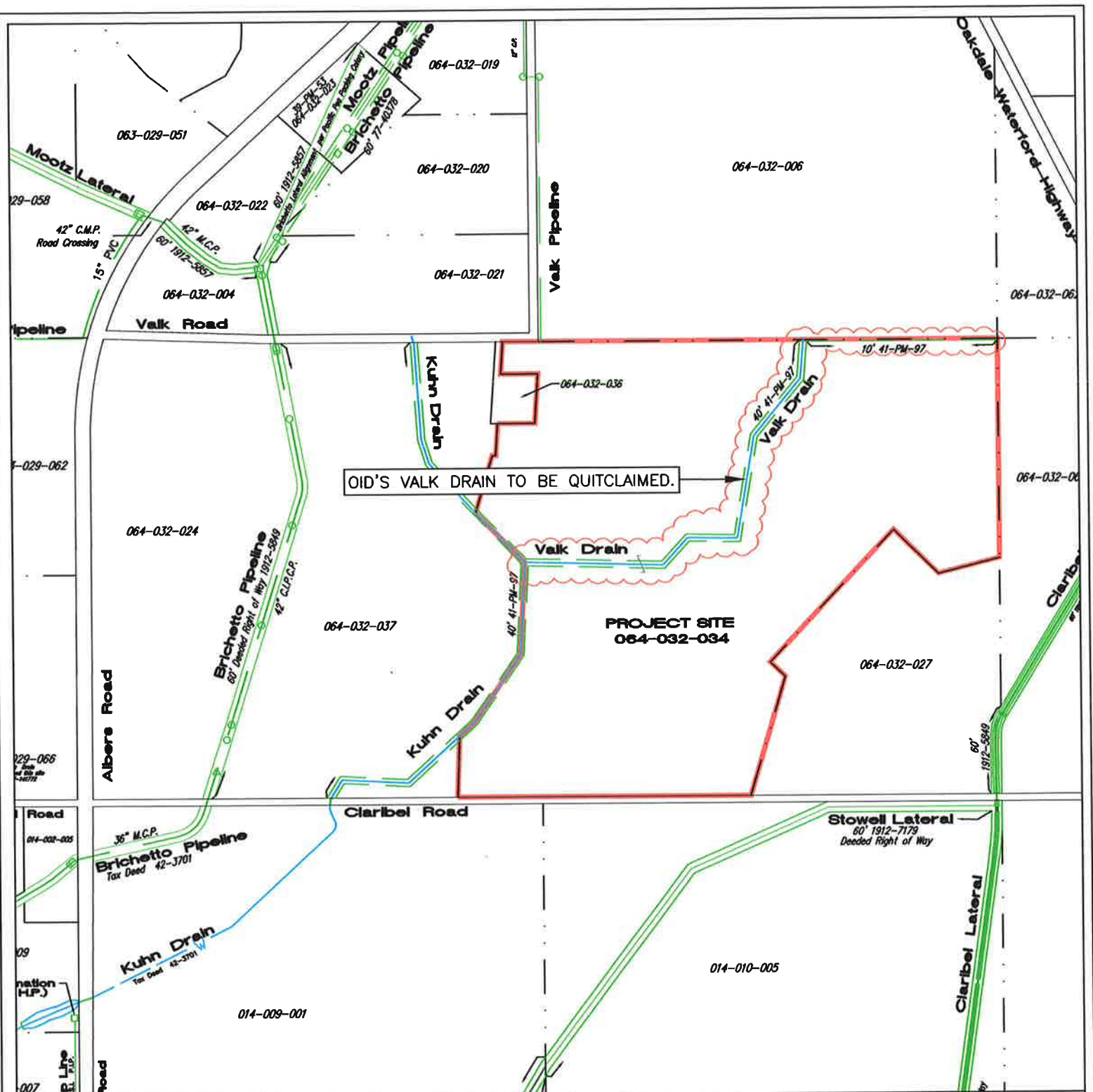
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)





OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF A DISTRICT FACILITY  
APN: 064-032-034



DATE: AUG. 29 2016  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

APN: 064-032-034

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – KUHN DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Don Valk, any interest in that portion of the Kuhn Drain and the associated forty (40) foot easement situated along the west property line of the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder and as shown on that certain Parcel Map recorded June 21, 1989 in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder. Said easements are as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on September 6, 2016, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

---

Steve Webb, President

---

Date

---

Steve Knell, P.E., Secretary

---

Date

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

### CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

APN: 064-032-037

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – KUHN DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Don Valk, any interest in that portion of the Kuhn Drain and the associated forty (40) foot easement situated within the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder and as shown on that certain Parcel Map recorded June 21, 1989 in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder. Said easements are as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on September 6, 2016, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

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State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

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State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)



PROJECT SITE MAP  
QUITCLAIM OF A DISTRICT FACILITY  
APN: 064-032-037



EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**AUTHORIZING QUITCLAIM DEED TO  
DON VALK**

**APN: 064-032-034**

**WHEREAS**, the Oakdale Irrigation District facility known as Valk Drain, situated in its original ten (10) foot dedicated easement along the north property line and forty (40) foot dedicated easement situated within and meandering through the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder, and as shown on that certain Parcel Map recorded June 21, 1989, in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, located within the Southwest and Southeast Quarters of Section 35, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, the Valk Drain has been reviewed by the Oakdale Irrigation District's Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Valk Drain and has no need to maintain said facility within the parcel noted above and the abandonment of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in the Valk Drain and any interest in its original ten (10) foot dedicated easement along the north property line and forty (40) foot dedicated easement situated within and meandering through the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder, and as shown on that certain Parcel Map recorded June 21, 1989, in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**AUTHORIZING QUITCLAIM DEED TO  
DON VALK**

**APN: 064-032-034**

**WHEREAS**, the Oakdale Irrigation District facility known as Kuhn Drain, situated in its original forty (40) foot dedicated easement along a portion of the west property line of the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, and as shown on that certain Parcel Map recorded June 21, 1989, in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, located within the Southwest Quarter of Section 35, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, the Kuhn Drain has been reviewed by the Oakdale Irrigation District's Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Kuhn Drain and has no need to maintain said facility within the parcel noted above and the abandonment of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in the Kuhn Drain and any interest in its original forty (40) foot dedicated easement along a portion of the west property line of the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, and as shown on that certain Parcel Map recorded June 21, 1989, in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**AUTHORIZING QUITCLAIM DEED TO  
DON VALK**

**APN: 064-032-037**

**WHEREAS**, the Oakdale Irrigation District facility known as Kuhn Drain, situated in its original forty (40) foot easement situated within the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder and as shown on that certain Parcel Map recorded June 21, 1989 in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, located within the Southwest Quarter of Section 35, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, the Kuhn Drain has been reviewed by the Oakdale Irrigation District's Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Kuhn Drain and has no need to maintain said facility within the parcel noted above and the abandonment of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in the Kuhn Drain and any interest in its original forty (40) foot easement situated within the east one-half of and centered on a portion of the east property line of the parcel noted above as shown on that certain Parcel Map recorded July 21, 1993 in Book 46 of Parcel Maps on Page 6, in the Office of the Stanislaus County Recorder, and as shown on that certain Parcel Map recorded June 21, 1989 in Book 41 of Parcel Maps on Page 97, in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of September, 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary

## BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 12  
APN: 064-031-016

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL  
(APN: 064-031-016 – PACIFIC GAS AND ELECTRIC)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District (OID) Claribel Lateral crosses the above-noted parcel. This Encroachment Permit is being requested by Pacific Gas and Electric (PG&E) to cross perpendicular to the Claribel Lateral with one (1) new overhead electric service line at a minimum height of thirty (30) feet above finished grade. OID Staff has reviewed this project and recommends approval of this Encroachment Permit.

**FISCAL IMPACT:** Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

**ATTACHMENTS:**

- Encroachment Permit
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**



RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 064-031-016

---

**ENCROACHMENT PERMIT  
ON THE CLARIBEL LATERAL**

THIS ENCROACHMENT PERMIT executed this SIXTH day of SEPTEMBER, 2016, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

**W I T N E S S E T H:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on September 6, 2016, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, the property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER wishes to encroach upon the Claribel Lateral right-of-way with encroachments as follows:

1. One (1) overhead electric service line crossing in a perpendicular manner at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT. DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or

easements held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof. Nothing in this Permit constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Permit relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property or upon land owned in fee by DISTRICT. It is understood that nothing in this Permit shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns, however, OWNER may not, without the prior written consent of DISTRICT, authorize or permit others to utilize any facilities, structures, easements or right-of-way area which are in any way not expressly authorized by this Permit. Should OWNER wish to terminate this permit, written notice shall first be provided to DISTRICT. Upon approval, DISTRICT may request with 30 days written notice, the removal or relocation of all or portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT. Prior approval from DISTRICT will be required to accommodate requests for additional time within reason for OWNER to remove the encroachments. Should OWNER'S encroachments not be removed within the specified time, DISTRICT shall remove the encroachments and bill OWNER for all costs incurred.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER's encroachment shall not interfere with DISTRICT's operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of this permit including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof. OWNER shall promptly repair, at his own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this permit, to the satisfaction of DISTRICT. Should OWNER neglect to

promptly make repairs, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs.

5. Plans and Specifications: Construction. All encroachments and structures constructed under this Permit shall be erected by DISTRICT. Should DISTRICT allow OWNER to construct the encroachments and structures, the work shall be done in accordance with plans and specifications and upon locations approved in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner whatsoever with the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate approved locations and/or plans of herein described encroachments. **Exhibit "E"** (IF ATTACHED) provides the Insurance and Bonding requirements of DISTRICT, which shall be met by OWNER prior to the start of construction.

Should DISTRICT allow OWNER to construct the encroachments and structures, OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or his contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said encroachments at his sole cost and expense. Should OWNER neglect to promptly make repairs which impair the integrity and/or serviceability of DISTRICT facilities, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs and expenses. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT. Prior approval from DISTRICT will be required to accommodate requests for additional time within reason for OWNER to remove the encroachments.

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT**  
**"DISTRICT"**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

\_\_\_\_\_  
Date

**"OWNER"**  
**PACIFIC GAS AND ELECTRIC**

  
\_\_\_\_\_  
Notarized Signature

8/30/2016  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne Toutges  
Print Name and Title

Mailing Address: Land and Environmental Management  
4040 West Lane  
Stockton, California 95204

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT "A"**

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-NIL**

**ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL**

**APN: 064-031-016**

**WHEREAS**, Oakdale Irrigation District is the titled owner of the Claribel Lateral, located in Section 25, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, Pacific Gas and Electric Company has requested an Encroachment Permit for one (1) overhead electric service line crossing the Claribel Lateral in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

**WHEREAS**, the attached Encroachment Permit has been signed by Pacific Gas and Electric Company.

**NOW THEREFORE BE IT RESOLVED**, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this SIXTH day of SEPTEMBER 2016.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

**EXHIBIT "B"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

The northeast quarter of the southwest quarter of Section 25, Township 2 South, Range 10 East, Mount Diablo Base and Meridian.

APN: 064-031-016

**END OF DESCRIPTION**

PROJECT SITE  
064-031-016

PROPOSED OVERHEAD  
ELECTRIC SERVICE  
LINE SET A MINIMUM  
OF 30' ABOVE FINISHED  
GRADE.

064-031-015

064-031-019

064-031-017

064-031-018

Claribel Lateral

60' 1912-5650

Bendler Road

Alvarado Road

OAKDALE IRRIGATION DISTRICT

1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
PROPOSED ENCROACHMENT PERMIT  
APN: 064-031-016  
CLARIBEL LATERAL



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: July 25, 2016  
DRAWN BY: ECS  
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
SHEET 1 of 1





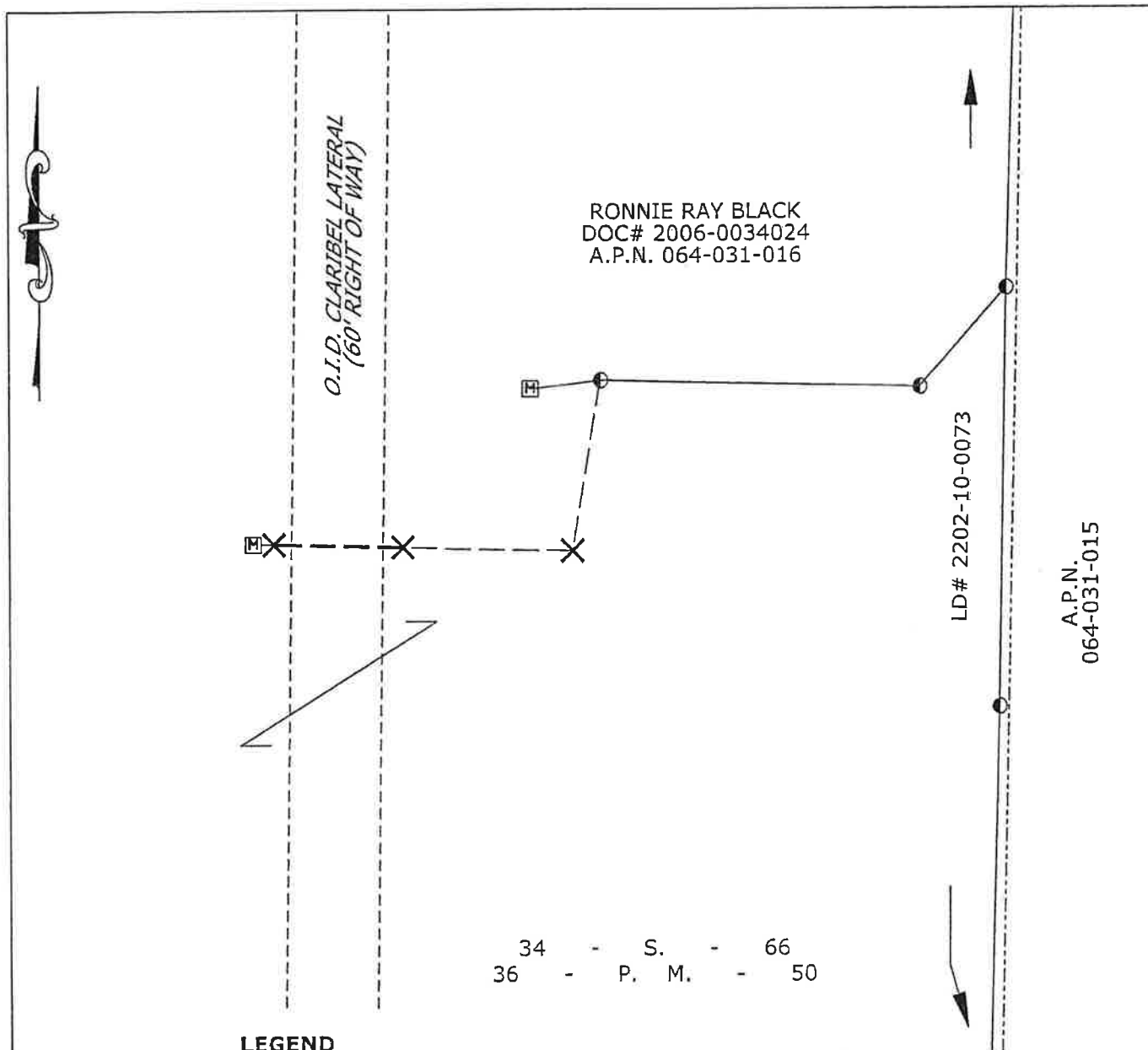
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## **EXHIBIT D**

### **PG&E ELECTRIC SERVICE LINE DETAILS**

**Three (3) pages total, including cover sheet**

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# **LEGEND**

	METER		O.I.D. EASEMENT
	EXISTING OVERHEAD ELECTRIC LINE	A.P.N.	ASSESSOR'S PARCEL NUMBER
	PG&E OVERHEAD ELECTRIC POLE LINE CROSSING	P. M.	BOOK AND PAGE OF PARCEL MAPS PER STANISLAUS COUNTY RECORDS
	NEW OVERHEAD ELECTRIC LINE	S.	BOOK AND PAGE OF SURVEYS PER STANISLAUS COUNTY RECORDS
	PROPERTY LINE		
LD#	PG&E LAND DOC NUMBER		

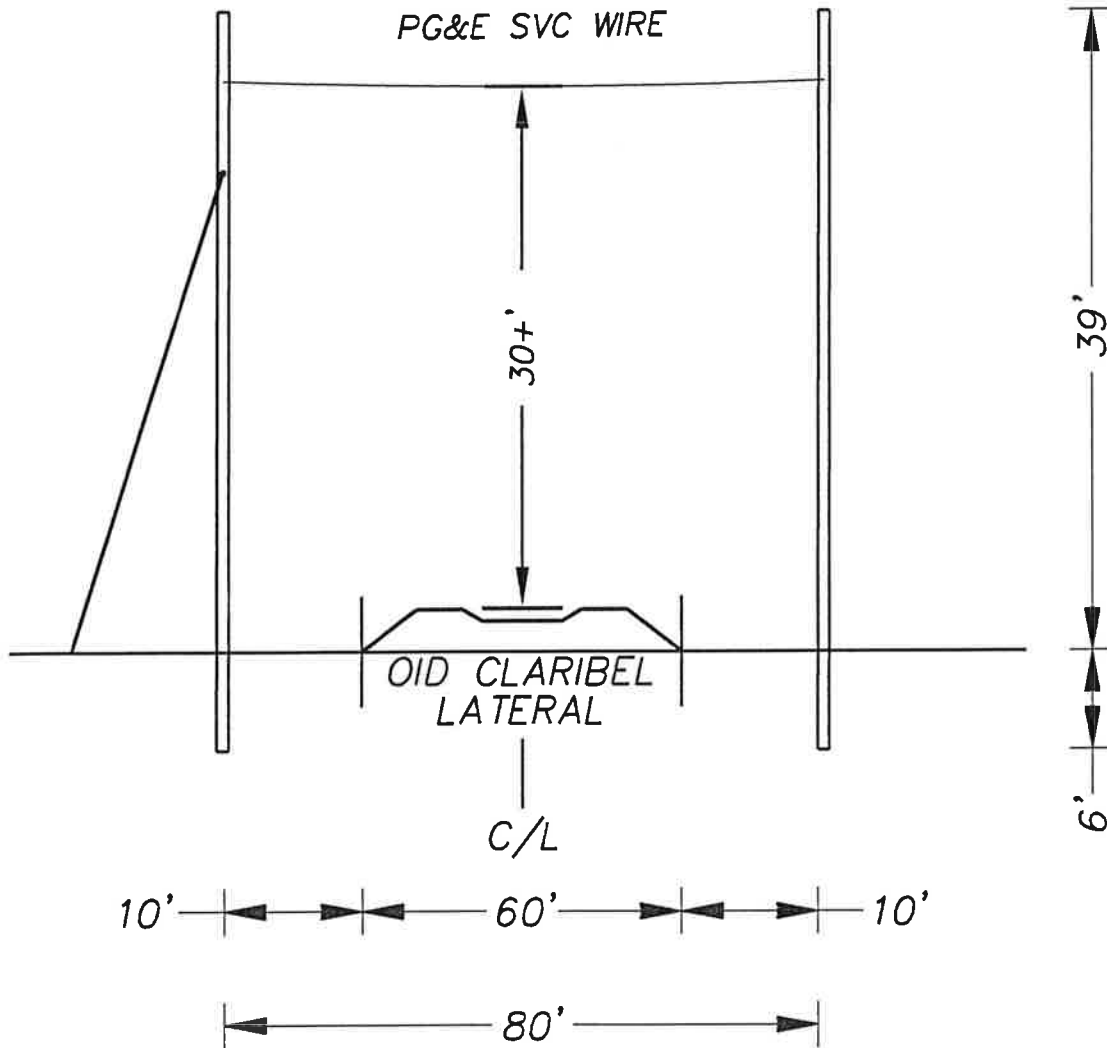
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG  
BOUNDARIES OR LINES

Applicant: PACIFIC GAS & ELECTRIC COMPANY POLE LINE CROSSING 6355 BENDER RD; OAKDALE				SCALE 1" = 100'	DATE 7/19/16
SECTION 25 NW 1/4 of SW 1/4	TOWNSHIP 2S	RANGE 10E	MERIDIAN M.D.B.	COUNTY OF: STANISLAUS	CITY OF:
PLAT MAP REFERENCES	ELECTRIC Z-22 NOTIF# 109948118			PG&E STOCKTON DIVISION	CH.BY: J3AE L-2-10-25S DRAWING NO.

# CROSSING DETAIL

CUST POLE  
45' CLASS 5

PG&E POLE  
45' CLASS 4



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG  
BOUNDARIES OR LINES

Applicant: O.I.D. CLARIBEL LATERAL CROSSING DETAIL					SCALE N.T.S.	DATE 8/16/16	
SECTION 25 NW¼ of SW¼	TOWNSHIP 2S	RANGE 10E	MERIDIAN M.D.B. & M.	COUNTY OF: STANISLAUS		CITY OF:	
PLAT MAP REFERENCES	ELECTRIC Z-22 NOTIF# 109948118			PG&E	STOCKTON DIVISION	31159830 AUTHORIZ	L-2-10-25S DRAWING NO.
				F.B.:	DR.BY:	J3AE	CH.BY: J3AE



# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF SEPTEMBER 6, 2016**

# BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 13  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON ENDING THE 2015/2016 IRRIGATION SEASON AND BEGINNING THE 2016/2017 IRRIGATION SEASON**

---

**RECOMMENDED ACTION:** Staff Recommends Offering Water through the Month of October.

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**BACKGROUND AND/OR HISTORY:**

The 2015/2016 irrigation season will end at midnight on September 30<sup>th</sup>. The end of the irrigation season ends OID's water availability for 2016 and all water delivered after September 30<sup>th</sup> will be charged to OID's 2017 water usage. With a full 300,000 acre foot supply available, no allotment limitations for either Tier I or Tier II water users was imposed, 42.5k acre feet of water was sold out of district and 5k acre feet was made available to local out of district lands. OID's diversions are projected to finish off at the end of the season just under 196k acre feet. That projection includes the 250 acre feet that will have been delivered to local out of district lands. All things considered, OID's 2016 water year use will be 245k acre feet. In other words, OID will be providing 61k acre feet to the Federal Government at the end of September for free bringing no benefit to OID's constituents.

Given OID's investments over the years to expand its surplus water supplies, which have proven its value over the last 4-years of drought, staff is recommending extending the irrigation season to the end of October. One reason; OID has built up its available water supply without risk of infringing on next year's ability to meet demand. Second; a longer irrigation season affords more opportunity time for aquifers to benefit from recharge. Third; post-harvest irrigation to reduce landowner costs of pumping groundwater to meet that demand. Fourth; ability to afford pre-irrigation of winter crops without relying on precipitation or groundwater to meet that water need.

With all the benefits this affords OID staff recommends keeping water in the system to start the 2017 irrigation season until October 1<sup>st</sup> and making water available to all Tier I and Tier II water users. With concurrence from the Board, staff will also be preparing to start the 2017 irrigation season back up at the first of March or when practical based on precipitation.

**FISCAL IMPACT:** Some additional overtime will be incurred by Water Operations and the construction season will be compressed possibly incurring more overtime to get the same amount of work done.

**ATTACHMENTS:** None

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

**Action(s) to be taken:**

## BOARD AGENDA REPORT

Date: September 6, 2016  
Item Number: 14  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE STREAMLINE FOR THE REDESIGN OF THE DISTRICT'S WEB SITE AND AUTHORIZE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT**

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**RECOMMENDED ACTION:** Authorize General Manager to Execute a Professional Services Agreement

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### BACKGROUND AND/OR HISTORY:

The District's current Webpage was developed in 2002 (14 years old.) It is outdated and not a user friendly environment. Included in the 2016 budget is the redesign of the District's Webpage. Staff solicited Request for Proposals (RFP) from five local webpage design companies.

There were two types of webpage redesign methods that were considered during Staff's review of the RFP:

1. A total redesign of the District's webpage.
  - a. Significant upfront cost
  - b. Ongoing technical support or maintenance not included
  - c. Annual Hosting and Support fees
2. A webpage design service using website templates and online tools.
  - a. Recommended by CSDA
  - b. No contract
  - c. Ongoing technical support and maintenance is included
  - d. Compliance management included

OID Staff recommends using the Streamline web service for our website redesign based on the support model, risk management, and ongoing costs.

**FISCAL IMPACT:** \$4,800 annually (Budgeted: \$12,000)

### ATTACHMENTS:

- Web Site Design and Development Request for Proposal
- Bid Comparison Spreadsheet
- Website Redesign Technical Memo

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### Board Motion:

Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

### VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

# **OAKDALE IRRIGATION DISTRICT REQUEST FOR PROPOSALS FOR WEB SITE DESIGN AND DEVELOPMENT**

## **INTRODUCTION**

The Oakdale Irrigation District (District) is seeking proposals from qualified website designers (Proposers) to provide professional website design and development services in accordance with the requirements outlined in this Request for Proposals (RFP). All interested parties shall submit a proposal with their quote and fee schedule in the format described in this RFP.

## **BACKGROUND**

The District was formed November 1, 1909, pursuant to the provisions of the California Water Code. Geographically, the District encompasses parts of the San Joaquin and Stanislaus Counties. There are several other governmental entities within the District's boundaries, including the cities of Oakdale and Riverbank.

Water to supply the District comes from the Stanislaus River under well established water rights and also by recapture of drainage water and pumping from wells. The District's distribution systems include the Goodwin Diversion Dam on the Stanislaus River below the New Melones Dam, at which water is diverted into the District's main canals for transport to its laterals and pipelines.

The District serves as trustee for 21 improvement districts organized and operated within the boundaries of the District. Of the 21 improvement districts, six (6) were formed for domestic water purposes. In addition to these six (6) improvement district domestic water systems, the District operates its own rural water system.

The Oakdale Irrigation District and South San Joaquin Irrigation District entered into a joint venture agreement in 1952 called the Tri-Dam Project. The Projects is comprised of a series of irrigation and power dams along the Stanislaus River that are maintained and operated by the Tri-Dam Project.

In 1982, the District and the South San Joaquin Irrigation District entered into a joint exercise of powers agreement in order to form the Tri-Dam Power Authority. The purpose of the Authority is to exercise common powers in constructing, owning, operating, and maintaining facilities for the generation of electrical power. The Authority is governed by a Commission comprised of the Board of Directors of both Districts.

## **PURPOSE**

The District's existing internet website, [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com), was developed in 2004. The District is looking for a consultant that can create a new

website that will be unique, visually attractive, interactive, and user friendly for our customers. The website must provide easy access to Committee and Board Agendas and Minutes, District information, on-line billing and other public information.

### **SCOPE OF WORK**

1. Update/redesign a unique, visually attractive and user-friendly website.
2. Design a unique home page that will allow users to easily access relevant information.
3. There should be a unifying graphic theme and it should be apparent that it is the District's site on every page.
4. The site must be usable, offering a quick and user-friendly way to locate the information the customer is seeking.
5. Aid in the transitioning to the newly redesigned website; produce a guidebook or instructions on changing/updating/editing the website (FTP access), and provide comprehensive training to staff involved.
6. Test website for compliance with District website goals.
7. Provide ongoing technical assistance, as requested.

### **WEBSITE REQUIREMENTS**

1. Provide the ability to contact the District through the website.
2. Search engine.
3. Dynamic or database feature where online forms and applications are available with the ability to be fillable and submitted to the District.
4. Fee Schedule
5. Newsletters and Press Releases.
6. Calendar, current/archive agendas, minutes, and board packets.
7. Employment section to include employment opportunities, salary schedules, benefits, memorandums of understanding, job descriptions, and org chart.
7. Photo galleries.
8. Support for all browsers.
9. Provide website statistics reporting tool to track the traffic.
10. Web hosting.
11. Easily updated. Proposers should provide a list of the software and licenses that will need to be purchased for the continued maintenance of the website and a back-up copy of the website.
12. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc. and the ability to render any retrieved item in pdf format.
13. Provide a back-up copy of web site.
14. Meets Brown Act compliance requirements, to include Form 700, ethics policy, etc.



## **PROPOSAL REQUIREMENTS**

1. Proposer must demonstrate past success with website development by providing links to three (3) active websites designed by the Proposer.
2. Proposer must provide references for at least three (3) organizations that may be contacted regarding the Proposer's experience. References must be organizations that the Proposer has developed websites for and that is currently in use.
3. Provide a detailed breakdown of the costs associated with the project.
4. The Proposer shall complete the website as specified by the District and ready to go-live within 90 calendar days from the date that a Professional Services Agreement with associated Work Release is issued for the project.
5. Identify all staff and any proposed sub-contractors, their capabilities, qualifications and experience and their hourly rate.
6. The proposal shall be developed with at least the following sections:
  - a. Relevant Experience and Project References
  - b. Project Approach
  - c. Detailed Scope of Work
  - d. Fee and Schedule

## **INSURANCE**

The following insurance coverage will be required by the District during the course of work:

- Professional Liability Coverage                      \$1,000,000 per occurrence  
   \$2,000,000 general aggregate
- Auto Liability    \$1,000,000 per occurrence
- Workers' Compensation Coverage - A.M. Best rating A = VII or better
- 30 day cancellation notice (10 days for non-payment of premium)
- Additional insured endorsement language: The Oakdale Irrigation District, its directors, officers, employees and authorized volunteers.

Prior to the District's issuance of a contract, the Proposer must furnish to the District a **Certificate of Insurance** which shall certify the Proposer insurance policy adequately covers the above listed requirements. Documents to be delivered by mail or electronic mail to said office.

## **SUBMISSION INSTRUCTIONS**

Three (3) copies of the proposal must be received at the District, by 4:30 p.m. on Friday, July 1, 2016. All proposals must be valid for 90 days. Proposals postmarked or hand delivered after 4:30 p.m. on July 1, 2016 will not be accepted.

The Proposer shall submit the proposal by U.S. Mail, by hand delivery, or other carrier to:

Lori Fitzwater-Presley  
Administrative Assistant  
Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Any questions regarding this proposal or additional information required by the Proposer should be directed to:

Lori Fitzwater-Presley  
Administrative Assistant  
1205 East "F" Street  
Oakdale, CA 95361  
Telephone No: (209) 840-  
Fax No.: (209) 840-5507  
Email: lfp@oakdaleirrigation.com

### **SELECTION PROCESS**

The proposals received by the specified deadline will be reviewed by the District for responsiveness, understanding of the work, proposed project approach, detailed scope of work, project team experience and qualifications, proposed fee, and references. The District expects to award the contract within sixty (60) days of the specified deadline.

### **RIGHT TO REJECT**

This RFP does not commit the District to award a contract, to pay any costs incurred in preparation of a proposal/quote, or to procure or contract for any services. Oakdale Irrigation District reserves the right to cancel in part or in its entirety this RFP, to accept or to reject any or all quotes/proposals submitted, or to request additional information from, or to negotiate with any or all Proposers. All proposals and materials submitted will become the property of the District and will not be deemed confidential.

**OID**  
**Website Redesign Comparison**

<b>Company</b>	<b>Initial Cost</b>	<b>Annual Cost</b>	<b>Annual Hosting</b>	<b>Annual Support</b>
<b>Streamline *</b>	\$0.00	\$4,800.00	\$0.00	\$0.00
<b>Never Boring</b>	\$27,025.00	\$0.00	\$2,400.00	\$125/hr
<b>Final Cut Media</b>	\$29,900.00	\$0.00	\$200.00	Not Provided
<b>Marcia Herrmann</b>	\$14,400.00	\$0.00	\$300.00	Not Provided
<b>Hill Media Group</b>	\$11,950.00	\$0.00	\$11,400.00	Included
<b>Web Dancers</b>	\$4,200.00	\$0.00	\$1,800.00	\$100/hr

**\* Recommendation**

**District Website Redesign**

**PREPARED BY:** Michael Ballinger, IT/SCADA Coordinator

**DATE:** August 29, 2016

The following technical memorandum provides a brief background and explains OID's options and associated costs for redesigning the district website.

Oakdale Irrigation District has maintained a webpage since 2002 and the web page is out of date. The current website requires OID staff to upload new content and edit existing content to meet the needs of the District. The District is looking for a simple yet effective and informative website design and solicited proposals from seven local web design companies to redesign the webpage. The District received six proposals. All of these proposals offered to rebuild the website according to our specification at various price points ranging from \$4,200 to \$29,900. A majority of the expense was the initial upfront cost. One of our requirements was the ability to edit the website content in-house. All of the proposals included this ability without their intervention. All of the proposals also provided the redesigned website with some ongoing annual maintenance available. If one of these proposals is chosen the District will get a completely redesigned website with the ability to edit its content. Any assistance needed after this point would require the payment of an additional fee. The websites that were reviewed by staff ranged from a very plain look to a very detailed design.

The District also looked into a company named Streamline that had been recommended by the California Special District's Association (CSDA). Streamline provides an ongoing service to special districts like the District rather than providing a onetime project. They provide a website design service and host the webpage for you, but they do not rebuild the website. Streamline provides the tools necessary for users to edit the website using various templates. The District staff would perform the design using the provided tools. This service gives the District the ability to change the look and feel of our website as staff sees fit without any additional expense. This service also has some compliance risk management features included. These features check the website to ensure that the content is in compliance with the Brown Act. There are also checks for transparency and other compliance laws that minimize the risk for the District. Streamline keeps up with the changes in the legislation that pertain to special district and updates their website tools and notifies you of any necessary changes that need to be updated on the website. This feature helps special districts ensure that the proper information is being provided on the website and to the public.

The main difference between Streamline and the local web designers is that this is an ongoing service and not a onetime project cost. To use Streamline there are no upfront costs, only a monthly fee, which is reduced by the District's CSDA membership. Streamline feels that they will retain their customers because of the quality of service that they provide instead of locking districts into long term contracts. Currently there are 53 special districts using Streamline.

Staff's recommendation is to use the Streamline web service. This service provides a visually appealing website that is easy to use and navigate. The District also has the flexibility to change the look of website at any time without having to solicit proposals. Support is unlimited and is included in the monthly fee. There are no contracts which minimizes the risk to the District. Also, the ability to ensure that the District is compliant with current legislation is a significant advantage. Streamline offers many advantages over a onetime redesign. This service is the best choice for the redesign of the District's webpage and staff recommends using Streamline.



## **DISCUSSION ITEMS**

## **BOARD MEETING OF SEPTEMBER 6, 2016**

## DISCUSSION ITEM

Date:	September 6, 2016
Item Number:	15
APN:	N/A

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**SUBJECT: ANNOUNCEMENT AND DISCUSSION ON \$3 MILLION GRANT AWARD TO OID FROM PROPOSITION 1 AGRICULTURAL WATER USE EFFICIENCY FUNDS FOR PHASE 1 OF OID'S TOTAL CHANNEL CONTROL SYSTEM EXPANSION**

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### **BACKGROUND AND DISCUSSION:**

The State's Department of Water Resources (DWR) released its final guidelines and solicitation package for Proposition 1 (Prop 1) Agricultural Water Use Efficiency Grants on January 27, 2016. This opened the door for OID to seek grant monies to build water conservation projects. With that door opened, Phase Three of Work Release (WR) No. 004 with Davids Engineering was approved by the Board to seek funding. The WR consisted of the final preparation of a grant proposal for the Total Channel Control (TCC) Project. Prop 1 DWR Water Use Efficiency (WUE) Grant proposals were due on March 30<sup>th</sup>, 2016.

A total of \$30 million was made available with a potential cost share up to a 50% match and a funding cap per project of \$3 million. While announcement of the awards was anticipated in June, draft awards for funding were not released until August 12<sup>th</sup>. A total of 50 proposals were submitted with requests for approximately \$37.2 million in grant funding. With the exception of three applications that were determined to be ineligible during the screening phase (lack of compliance with SBx7), all applications were scored and ranked. Projects with a score of 70 or more were considered for funding. Out of the 50 applications received, 38 are recommended to receive funding with OID's application being one of them.

In 2010, following the introduction of Rubicon's Total Channel Control (TCC) technology and a comprehensive review of existing implementations in Australia, OID embarked on a pilot project to implement head-to-end installation of the TCC canal automation system on two of OID's primary laterals totaling 15 miles in length. The system has been operational since the 2011 irrigation season and has improved the level of service to customers, eliminated the fluctuations at the supply point for a downstream DSO Division and nearly eliminating the operational spill at the end of OID's Claribel Lateral, resulting in a water savings of approximately 1,500 acre feet annually on that system.

The proposed project being considered under the Prop. 1 funding is the first phase of a District-wide implementation of the Rubicon Total Channel Control (TCC) system. The project's intent is to automatically control and coordinate the operation of water level control structures along an entire length of a canal, thereby providing and maintaining consistent flow rates to farmers while simultaneously eliminating operational spills, potentially reducing spillage by approximately 4,170 af annually. A total of 17 additional miles on 4 separate lateral canals will be automated and operated in downstream level control as part of OID's proposed TCC Expansion Project. For additional details on the project please refer to Attachments 3 and 4 from OID's Prop 1 Proposal Solicitation Package.

Moving forward, the public comment period on the attached Draft Funding Recommendation is now open until September 14<sup>th</sup>. According to DWR it is highly unlikely based on past experience that the grant awards list will change after the public comment period closes, but final awards aren't anticipated to be announced for at least a few months after that time. After announcement of the final awards, the

grant agreement process is also expected to take approximately six months before final execution. Costs incurred on the proposed projects after the award but before the agreement is signed can be considered for cost share at DWR's discretion; however, costs incurred before the final award are not eligible for cost share reimbursement. Projects may occur over multiple years, but must be completed within three years from the date of agreement execution. Performance reports will be required during and post-project implementation. The District must also provide evidence of compliance with current regulations and legislation to be eligible including, but not limited to the following:

- Senate Bill X7-7 (Water Conservation)
- Assembly Bill 1420 (Water Conservation Measures)
- Senate Bill X7-6 (Groundwater Monitoring)
- Assembly Bill 1404 (Surface Water Diversion Reporting)

Without a grant agreement potentially being in place before the start of the next irrigation season, construction is not recommended to begin before the end of the 2017 irrigation season. Project implementation is anticipated to be completed by in-house engineering, finance, construction and SCADA staff and given the size of the project (a total of 34 retrofitted or replaced check/spill structures), is anticipated to be completed over a three year period.

**FISCAL IMPACT:** \$3.5 million (\$6.5 million total project cost with \$2.97 million in grant funding)

**ATTACHMENTS:**

- Prop 1 Notice of Public Workshop and Comment Period on Draft Funding Recommendation
- OID Prop 1 Proposal Solicitation Package – Attachment 3 – Technical/Scientific Merit and Feasibility
- OID Prop 1 Proposal Solicitation Package – Attachment 4 – Project Plan and Description

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**Board Comments:**



CALIFORNIA DEPARTMENT OF WATER RESOURCES  
WATER USE AND EFFICIENCY BRANCH

### **Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**



### **Notice of Public Workshop and Comment Period on Draft Funding Recommendation August 12, 2016**

By the application deadline of March 30, 2016, the Department of Water Resources (DWR) received 50 proposals in response to the 2015 Proposition 1 Agricultural Water Use Efficiency Proposal Solicitation Package (PSP). Approximately \$37.2 million in grant funding was requested for proposed projects totaling over \$77.2 million. DWR has approximately \$30 million available for this solicitation. The 50 applications received included 23 proposals for implementation projects (Section A) and 27 proposals for non-implementation projects (Section B).

The grant proposals were subdivided into four sub-categories and reviewed by four technical review panels as follow:

- Section A: Agricultural Water Use Efficiency Implementation Projects (23 applications).
  - o A1 – Implementation: Modernization/Automation/Other Projects (13 applications).
  - o A2 – Implementation: Capital Outlay Projects (10 applications).
- Section B: Agricultural Water Use Efficiency Non-implementation Projects (27 applications).
  - o B1 – R&D/Feasibilities/Pilots/Demos (11 applications).
  - o B2 – Technical Assistance/Training/Education/Outreach (16 applications).

Three applications were determined to be ineligible during the screening phase. All other eligible applications were scored and ranked in accordance to the scoring criteria published in the PSP. As stated



in the PSP, only proposals with a passing score of 70 or more are considered for funding. Tables A1, A2, B1, and B2, below, show the proposal scores as well as the proposed funding awards. Out of the 50 applications received, 38 are recommended to receive funding.

The total requested grants from all the proposals with passing scores amounted to \$29.06 million leaving \$936,499 in grant funding available. To best use the remaining funds while helping further the implementation of agricultural water measurement programs, DWR identified one grantee, the Biggs-West Gridley Water District, (BWGWD) as needing additional funding to complete their water measurement program. After consulting with Legal, DWR approached BWGWD about the revising their initial proposal to achieve full implementation of their proposed water measurement program with additional grant funds and matching funds. BWGWD agreed to expand their project and to provide the additional local match as required.

The PSP tentatively allocated \$27 million for implementation projects in Section A (with a \$3 million cap per project) and \$3 million for the non-implementation Section B projects (with a \$300,000 cap per project). However, due to insufficient number of qualified applications received under Section A and a greater than anticipated number of qualified projects in Section B, the proposed funding allocation was revised. The proposed awards allocate \$24.5 million for Section A (16 projects) and \$5.27 million for Section B (22 projects) with total awards of \$29.8 million. The sum of \$202,136 will remain un-awarded due to insufficient number of qualified applications received.

The proportion of grant funds expected to directly benefit Disadvantaged Communities (DACs) or Economically Distressed Areas (EDAs) is estimated to be at least 14.8% of the total awards as shown in Table C.

Prospective grantees should be aware that receiving grant funds and execution of a grant agreement will be contingent upon compliance with applicable laws and regulations as listed in Attachment 15 of the PSP. An agricultural water supplier that is subject to the Agricultural Water Management Planning (AWMP) Act will need to comply with the AWMP requirements to include submittal of an Agricultural Water Management Plan, implementation of all locally cost-effective Efficient Water Management Practices (EWMPs), and implementation of the critical EWMPs consisting of measuring water deliveries to customers in accordance with the water measurement regulation and adopting a pricing structure for water customers based at least in part on quantity delivered. If not implementing all required EWMPs, an agricultural water supplier may meet the requirements by submitting a schedule, financing plan, and budget for implementation to be included in the grant agreement. A compilation of the compliance status of prospective grantees with SB X7-7, AB 1404, AB 1420 and groundwater requirements is shown in Table D. It is the responsibility of the grantee to maintain compliance with all applicable laws and regulations (including but not limited to those listed in Table D) throughout the term of the grant agreement.

Grant agreement execution is contingent upon grantee's compliance with all of the requirements as applicable no later than a year from the date of announcing the final grant awards. Failure to comply may result in the withdrawal of the grant award.

DWR staff will discuss this draft funding recommendation at the following public workshop:

- Workshop Date and Time: August 30, 2016, 1:00 PM to 3:00 PM.
- Place: 901 P Street, Large Conference Room, Sacramento, CA 95814.
- Agenda: Present the draft funding recommendation, provide information on next steps, and accept public comments.
- Webex Link:  
<https://resources.webex.com/resources/j.php?MTID=m3a807a63cdb6d0736d9db573c03a713a>
- Teleconference information: Conference Line: 1-877-952-3588 Passcode: 590 225 6

Grant applicants and the general public can also submit comments on this draft funding recommendation in writing. Comments must be received by 5:00 p.m. on September 14, 2016. Please e-mail comments to [WUEgrants@water.ca.gov](mailto:WUEgrants@water.ca.gov).

Or by mail to

Department of Water Resources  
Water Use and Efficiency Branch  
Attn: Fethi BenJemaa  
901 P Street, Third Floor  
Sacramento, California 95814

This information is also posted on DWR's website at:

<http://www.water.ca.gov/wuegrants/awards.cfm>

For more information, please contact Fethi BenJemaa at (916) 651-7025 or by e-mail at

[Fethi.Jemaa@water.ca.gov](mailto:Fethi.Jemaa@water.ca.gov).

**Table A1**  
**Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**  
**Section A1: Implementation – Modernization, Automation, and Other Projects**  
**Proposal Scoring and Draft Funding Recommendation**

Score	Applicant	Proposal Number	Project Title	Total Project Cost	Requested Funding	Proposed Grant Award	Remarks
83.2	Reclamation District 108	2015WUE0023	Distribution System Improvements	\$3,000,000	\$1,500,000	\$1,500,000	
81.8	Willow Creek Mutual Water Company	2015WUE0019	Irrigation Water Improvement on Willow Creek Ranch	\$360,545	\$155,783	\$155,783	
81.4	Sutter Extension Water District	2015WUE0022	Looney Weir Modernization Project	\$669,809	\$333,250	\$333,250	
74.6	Richvale Irrigation District	2015WUE0033	Phase I Infrastructure Modernization	\$1,496,638	\$748,319	\$748,319	
74.6	Placer County Water Agency	2015WUE0021	Antelope Canal Automation	\$694,414	\$346,616	\$346,616	
74.6	Oakdale Irrigation District	2015WUE0043	Phase I Total Channel Control System Modernization	\$6,510,367	\$2,972,770	\$2,972,770	
74.0	United Water Conservation District	2015WUE0016	Installation of a SCADA Integrated Metering System at Turnouts of the Pumping-Trough-Pipeline System	\$1,270,118	\$635,059	\$635,059	
74.0	Biggs-West Gridley Water District	2015WUE0038	Infrastructure Modernization and Canal Operations Decision Support	\$2,963,348	\$1,481,674	\$1,481,674	Project expanded at DWR's request for grantee to fully implement their measurement program (initial proposed project total: \$1,494,622).
71.2	Rancho California Water District	2015WUE0005	Agricultural Crop Conversions Program	\$3,997,934	\$1,998,967	\$1,998,967	
62.2	Ventura County Resource Conservation District	2015WUE0018	Implementing Efficient Water Management Practices on Agricultural Properties in Ventura County	\$1,576,450	\$866,450	-	Not Selected for Funding (score < 70)
51.0	Reclamation District 2035	2015WUE0047	Canal Automation and Farm-Gate Measurement Project	\$861,960	\$430,980	-	Not Selected for Funding (score < 70)
-	Rainbow Municipal Water District	2015WUE0048	Advanced Metering Infrastructure For Agricultural Use	\$625,000	\$625,000	-	Ineligible application (cost share requirements not addressed)
-	18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds	2015WUE00XX	Extensive Water Savings at the 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds	\$166,217	\$166,217	-	Proposed project is ineligible
			<b>Total</b>	<b>\$24,192,800</b>	<b>\$12,261,085</b>	<b>\$10,172,438</b>	

**Table A2**  
Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation  
Section A2: Implementation – Capital Outlay Projects  
Proposal Scoring and Draft Funding Recommendation

Score	Applicant	Proposal Number	Project Title	Total Project Cost	Requested Funding	Proposed Grant Award	Remarks
84.5	California Trout	2015WUE0015	Hidden Valley Ranch Efficiency and Cold Water Exchange Project	\$418,800	\$323,614	\$323,614	
80.0	Buena Vista Water Storage District	2015WUE0024	Northern Area Pipeline-Southeast Extension	\$7,088,690	\$3,000,000	\$3,000,000	
75.8	Patterson Irrigation District	2015WUE0036	East-West Conveyance Project, Pumping Plant 2 & Closed Conveyance	\$5,889,340	\$2,934,670	\$2,934,670	
75.0	Natomas Central Mutual Water Company	2015WUE0028	NDC Lift Pump Station	\$1,674,000	\$837,000	\$837,000	
75.0	Cawelo Water District	2015WUE0032	Friant-Kern Canal & 8-23 Canal Intertie Pipeline	\$6,983,805	\$3,000,000	\$3,000,000	
71.5	Lower Tule River Irrigation District	2015WUE0008	Lower Tule River Irrigation District Riparian Area Distribution System	\$2,807,848	\$1,403,933	\$1,403,933	
70.5	North Kern Water Storage District	2015WUE0029	Calloway Canal Lining and Water Delivery Improvements	\$5,713,510	\$2,856,755	\$2,856,755	
66.5	Lindsay-Strathmore Irrigation District	2015WUE0027	Agricultural Water Conservation - Pipeline Replacement Project	\$6,226,000	\$2,988,600	-	Not Selected for Funding (Score < 70)
53.0	Pixley Irrigation District	2015WUE0011	Avenue 116 Canal Expansion Project	\$818,013	\$450,105	-	Not Selected for Funding (Score < 70)
-	Tulare Irrigation District	2015WUE0007	Agricultural Conjunctive Use Water Conservation/Recharge Project	\$3,855,432	\$903,986	-	Proposed project is ineligible
<b>Total</b>				<b>\$41,475,438</b>	<b>\$18,698,663</b>	<b>\$14,355,972</b>	

**Table B1**  
**Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**  
**Section B1: R&D, Feasibilities, Pilots, and Demonstration Projects**  
**Proposal Scoring and Draft Funding Recommendation**

Score	Applicant	Proposal Number	Project Title	Total Project Cost	Requested Funding	Proposed Grant Award	Remarks
95.3	University of California Davis	2015WUE0042	Optimizing Management of Subsurface Drip Irrigation in Alfalfa under full and deficit Irrigation Practices to Improve Water Use Efficiency	\$601,462	\$300,000	\$300,000	
95.0	Regents of the University of California	2015WUE0030	Subsurface Drip Irrigation for Field Crops in California	\$586,003	\$292,853	\$292,853	
90.8	University of California Davis	2015WUE0040	Increasing Water Use Efficiency and Drought Resilience in California Agriculture	\$600,466	\$299,969	\$299,969	
88.0	University Corporation at Monterey Bay	2015WUE0044	Satellite-based IrriQuest calculator for monitoring crop consumptive use and quantifying efficiency metrics	\$565,724	\$282,862	\$282,862	
84.0	Cal Poly Corporation	2015WUE0010	Optimizing Agricultural Water Use Efficiency: An Integrated Remote Monitoring System	\$71,657	\$35,801	\$35,801	
82.8	Placer County Water Agency	2015WUE0045	Integration of Survey and Remote Sensing Tools for Identifying Opportunities for Water Use Efficiency Opportunities for Agricultural Water Users	\$195,084	\$97,542	\$97,542	
79.3	Alameda County Resource Conservation District	2015WUE0025	Alameda County Carbon Farm Planning, Feasibility and Pilot Project	\$367,991	\$127,631	\$127,631	
74.3	University of California Davis	2015WUE0031	Trustworthy web-based model for assessment and monitoring of agriculture water use in DAU Scale	\$212,946	\$106,473	\$106,473	
71.3	Sonoma Ecology Center	2015WUE0039	Using Biochar to Save Water in California Agriculture	\$527,020	\$263,123	\$263,123	
65.5	Upper Salinas - Las Tablas RCD	2015WUE0009	Central California Coast Ag Pond Conservation Initiative	\$196,781	\$106,460	-	Not Selected for Funding (Score < 70)
32.8	Turning Deserts Into Forests	2015WUE0006	Water Efficiency Study Using Innovative Gelwater Irrigation Under No - Tillage and High Residue Field Conditions	\$300,000	\$300,000	-	Not Selected for Funding (Score < 70)
<b>Total</b>				<b>\$4,225,134</b>	<b>\$2,212,714</b>	<b>\$1,806,254</b>	

**Table B2**  
**Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**  
**Section B2: Technical Assistance, Training, Education, and Outreach Projects**  
**Proposal Scoring and Draft Funding Recommendation**

Score	Applicant	Proposal Number	Project Title	Total Project Cost	Requested Funding	Proposed Grant Award	Remarks
85.8	California Land Stewardship Institute	2015WUE0014	Increasing Water Use Efficiency in Northern California Wine Country – Napa, Sonoma and Mendocino Counties	\$600,000	\$300,000	\$300,000	
85.7	Tehama County Resource Conservation District	2015WUE0020	NSV Mobile Irrigation Lab	\$375,000	\$250,000	\$250,000	
78.7	RCD of Monterey County	2015WUE0046	On-Farm Spanish-language Irrigator Certification Training in Water Use Efficiency	\$556,932	\$296,368	\$296,368	
78.3	Kern Groundwater Authority	2015WUE0026	Remote Sensing Irrigation Efficiency Technical Assistance	\$425,250	\$212,625	\$212,625	
78.0	Vineyard Team	2015WUE0002	Improving Ag Water BMP Adoption and Creating a Culture of Conservation through Technical Assistance, Belief Modification, and Attitude Creation	\$653,941	\$299,935	\$299,935	
77.0	Regents of the University of California	2015WUE0035	Training and Extension Education for Irrigated Pastureland Enhancement	\$608,680	\$297,520	\$297,520	
77.0	Cal Poly Corporation	2015WUE0017	Technical Assistance to San Joaquin Valley Irrigation Districts	\$536,951	\$268,201	\$268,201	
76.8	Cal Poly Corporation	2015WUE0013	Technical Assistance to Sacramento Valley Irrigation Districts	\$617,383	\$294,945	\$294,945	
76.5	San Joaquin RCD	2015WUE0041	Improved Irrigation Management Through Airborne Crop Water Stress Detection	\$660,000	\$300,000	\$300,000	
75.8	Napa County Resource Conservation District	2015WUE0004	Building Improved Agricultural Water Use Efficiency in Napa County	\$275,937	\$137,682	\$137,682	
70.7	Semitropic Water Storage District	2015WUE0037	SWSD ET Remote Sensing Instrumentation and Comparison for Agricultural Water Use Efficiency	\$603,750	\$300,000	\$300,000	
70.2	California Rural Water Association	2015WUE0003a	Statewide Leak Detection Education and Technical Assistance Program	\$212,424	\$212,424	\$212,424	
70.0	CA Association of RCDs	2015WUE0034	Outreach Workshops, Technical Assistance and Irrigation Evaluations to the SWEEP Assistance Program	\$589,000	\$293,500	\$293,500	
63.3	California Rural Water Association	2015WUE0003c	Statewide EWMP & SB X7-7 Technical Assistance Program	\$214,650	\$214,650	-	Not Selected for Funding (Score < 70)
62.8	Cal Poly Corporation	2015WUE0012	Technology Transfer to Areas Serving Disadvantaged Communities Agriculture	\$298,518	\$298,518	-	Not Selected for Funding (Score < 70)
47.5	California Rural Water Association	2015WUE0003b	Statewide EWMP & SB X7-7 Educational Program	\$93,174	\$93,174	-	Not Selected for Funding (Score < 70)
			<b>Total</b>	<b>\$7,321,590</b>	<b>\$4,069,542</b>	<b>\$3,463,200</b>	

**Table C**  
**Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**  
**Estimated Direct Benefits to Disadvantaged Communities (DACs) or Economically Distressed Areas (EDAs)**  
**from Projects Recommended to Receive Funding**

Applicant	Proposal Number	Project Title	% Benefits to DACs/EDAs	Proposed Grant Award	Grant \$ to DACs/EDAs	Remarks
Buena Vista Water Storage District	2015WUE0024	Northern Area Pipeline-Southeast Extension	30%(+)	\$3,000,000	\$900,000	Applicant did not claim cost-share waiver
California Land Stewardship Institute	2015WUE0014	Increasing Water Use Efficiency in Northern California Wine Country – Napa, Sonoma and Mendocino Counties	25%	\$300,000	\$75,000	Applicant did not claim cost-share waiver
California Rural Water Association	2015WUE0003a	Statewide Leak Detection Education and Technical Assistance Program	100%	\$212,424	\$212,424	Full cost-share waiver claimed
California Trout	2015WUE0015	Hidden Valley Ranch Efficiency and Cold Water Exchange Project	100%	\$323,614	\$323,614	Partial cost-share waiver claimed
Cawelo Water District	2015WUE0032	Friant-Kern Canal & 8-23 Canal Intertie Pipeline	(*)	\$3,000,000	(*)	Applicant did not claim cost-share waiver
Lower Tule River Irrigation District	2015WUE0008	Lower Tule River Irrigation District Riparian Area Distribution System	(*)	\$1,403,933	(*)	Applicant did not claim cost-share waiver
North Kern Water Storage District	2015WUE0029	Calloway Canal Lining and Water Delivery Improvements	32%	\$2,856,755	\$914,162	Applicant did not claim cost-share waiver
Oakdale Irrigation District	2015WUE0043	Phase I Total Channel Control System Modernization	7%(+)	\$2,972,770	\$208,094	Applicant did not claim cost-share waiver
Patterson Irrigation District	2015WUE0036	East-West Conveyance Project, Pumping Plant 2 & Closed Conveyance	7%(+)	\$2,934,670	\$205,427	Applicant did not claim cost-share waiver
RCD of Monterey County	2015WUE0046	On-Farm Spanish-language Irrigator Certification Training in Water Use Efficiency	100%	\$296,368	\$296,368	Applicant did not claim cost-share waiver
Regents of the University of California	2015WUE0035	Training and Extension Education for Irrigated Pastureland Enhancement	80%	\$297,520	\$238,016	Applicant did not claim cost-share waiver
Richvale Irrigation District	2015WUE0033	Phase I Infrastructure Modernization	7%(+)	\$748,319	\$52,382	Applicant did not claim cost-share waiver
Sutter Extension Water District	2015WUE0022	Looney Weir Modernization Project	37%	\$333,250	\$123,303	Applicant did not claim cost-share waiver
Tehama County Resource Conservation District	2015WUE0020	NSV Mobile Irrigation Lab	80%	\$250,000	\$200,000	Partial cost-share waiver claimed
United Water Conservation District	2015WUE0016	Installation of a SCADA Integrated Metering System at Turnouts of the Pumping-Trough-Pipeline System	74%	\$635,059	\$469,944	Applicant did not claim cost-share waiver
University Corporation at Monterey Bay	2015WUE0044	Satellite-based IrriQuest calculator for monitoring crop consumptive use and quantifying efficiency metrics	25%	\$282,862	\$70,716	Applicant did not claim cost-share waiver
Willow Creek Mutual Water Company	2015WUE0019	Irrigation Water Improvement on Willow Creek Ranch	70%	\$155,783	\$109,048	Applicant did not claim cost-share waiver
					<b>\$4,398,498</b>	Percent of Total Funding Awards of \$29.8 million: 14.8%

(\*) Benefits to DACs or EDAs reported, but % of total project benefits not calculated.

(+) Benefits to DACs or EDAs are expected to be higher than the minimum % reported.

**Table D**

**Proposition 1 Agricultural Water Use Efficiency Grants – 2015 Proposal Solicitation**  
**Status of Prospective Grantees' Compliance with SB X7-7, AB 1404, AB 2572, SB X7-6, Surface Water Diversion, and Groundwater Planning**  
*(for a description of the compliance requirements, refer to Attachment 15 of the PSP)*

<b>Applicant</b>	<b>2015-16 AWMP<sup>(1)</sup></b>	<b>Water Measurement and Volumetric Pricing</b>	<b>Conditional EWMs (or USBR equivalent)</b>	<b>2015 Farm-gate Delivery Report<sup>(2)</sup></b>	<b>2010 UWMP<sup>(3)</sup></b>	<b>AB 2572 Water Meter</b>	<b>Groundwater Monitoring</b>	<b>Surface Water Diversion</b>	<b>Groundwater Planning</b>
Biggs-West Gridley Water District	Yes	Compliance or a schedule, financing plan, and budget for implementation required	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
Buena Vista Water Storage District	Yes	Device accuracy assessment plan required	Yes	Yes	N/A	N/A	Yes	Yes	Yes
Cawelo Water District	Yes	Device accuracy assessment plan required	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	Yes
Lower Tule River Irrigation District	Yes	Yes	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
Natomas Central Mutual Water Company	Required before agreement execution	N/A (<25,000 acres)	N/A (<25,000 acres)	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
North Kern Water Storage District	Yes	Yes	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	Yes
Oakdale Irrigation District	Yes	Compliance or a schedule, financing plan, and budget for implementation required	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
Patterson Irrigation District	Yes	N/A (<25,000 acres)	N/A (<25,000 acres)	Yes	N/A	N/A	Yes	Yes	Yes
Placer County Water Agency	N/A (<10,000 acres)	N/A (<25,000 acres)	N/A (<25,000 acres)	Required before agreement execution	Yes	Yes	Yes	Yes	N/A
Rancho California Water District	Yes	N/A (<25,000 acres)	N/A (<25,000 acres)	Yes	Yes	Yes	Yes	Yes	N/A
Reclamation District 108	Required before agreement execution	Yes	Yes	Yes	N/A	N/A	Yes	Yes	N/A
Richvale Irrigation District	Yes	Yes	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
Semitropic Water Storage District	Yes	Yes	Yes	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
Sutter Extension Water District	Required before agreement execution	N/A (<25,000 acres)	N/A (<25,000 acres)	Required before agreement execution	N/A	N/A	Yes	Yes	N/A
United Water Conservation District	N/A (<10,000 acres)	N/A (<25,000 acres)	N/A (<25,000 acres)	Required before agreement execution	Yes	Yes	Yes	Yes	N/A
Willow Creek Mutual Water Company	N/A (<10,000 acres)	N/A (<25,000 acres)	N/A (<25,000 acres)	N/A (<2,000 afy)	N/A	N/A	Yes	Required before agreement execution	Yes

- (1) Agricultural water suppliers serving >25,000 acres of irrigated land are required to adopt an AWMP by December 31, 2015 and submit it to DWR within 30 days of adoption. Agricultural water suppliers serving >10,000 but <25,000 acres of irrigated land are required to submit an AWMP by July 1, 2016 per Governor's Executive Order B-29-15.
- (2) 2015 calendar year aggregated farm-gate delivery reports are due in July 31, 2016.
- (3) Water suppliers who are subject to the Urban Water Management Planning requirements will also need to submit 2015 UWMPs due in July 2016.



## ATTACHMENT 3 – TECHNICAL/SCIENTIFIC MERIT AND FEASIBILITY

3.0 Technical/Scientific Merit and Feasibility	
Provide narrative, references, and other supporting documentation.	
Please limit to 1 page	
3.1	<p>Technical and scientific information to support the proposed project's goals, objectives, benefits, and costs.</p> <p>Elements of the project have been demonstrated to have technical and scientific merit and shown to be feasible from both a technical and cost perspective through pilot testing in OID over the past several years, as described below. Additional detail is provided in Knell and Thorburn (2015, Appendix A).</p> <p><u>Total Channel Control® (TCC).</u> OID had used Rubicon FlumeGates™® at various locations for enhanced water control for a number of years. During the initial funding of the WRP, OID began to replace all its main canal control gates and lateral headings beginning in 2006. After completing that program in 2009, OID began looking at enhanced flow control through automation within laterals. While OID was confident in the standalone FlumeGates, it was not familiar with the TCC technology. TCC provides a high level of control by using a combination of sophisticated software and control techniques along with wireless technology to integrate large networks of remotely controlled FlumeGates to increase WUE.</p> <p>Soon after discussions with Rubicon regarding implementing TCC, OID staff visited irrigation districts in Australia with the same physical setting as OID who had implemented TCC. Seeing and talking to water professionals who have a history of use in the practical application of that technology was invaluable. The major benefit seen by OID was the scalability of the technology provided by Rubicon including main canal control, lateral heading control, pond to pond water level control within the lateral, etc.; TCC provides an impressive array of conservation options for an irrigation district.</p> <p><u>Pilot Study.</u> A pilot study was completed to implement a head-to-end installation of TCC on two key OID canals, the Claribel and the Cometa. The project included installation of 31 FlumeGates; 6 SlipMeters at selected farmer turnouts; implementation of SCADAConnect software; installation of related equipment including radios, antennas, solar panels, IT/Servers, etc.; and training and service support and commissioning. Both systems were operational by the end of the 2011 irrigation season and evaluated over the next two irrigation seasons to gain operational knowledge prior to further expansion.</p> <p>Claribel – The Claribel Lateral has a capacity of 138 cfs, is 6.5 miles in length, contains 18 canal pools (reaches), and is relatively steep. The lateral was chosen to evaluate the ability of TCC to reduce operational spills, which historically ranged from 1,500 to 2,000 acre-feet (af) annually. Implementation of TCC during the 2011 irrigation season resulted in almost completely eliminating operational spillage altogether. Spillage has remained near zero (on the order of 10 af per year) since that time.</p> <p>Cometa – The Cometa Lateral has a capacity of 306 cfs, is 8.5 miles in length, contains 13 canal pools (reaches), and is relatively flat. The lateral was chosen to evaluate the ability of TCC to provide steadier flows at its terminus to serve the Fairbanks Lateral, which diverts water from the Cometa at that location. Implementation of TCC during the 2011 irrigation season resulted in a dramatic reduction in water level fluctuations in the lateral to within +/- 2 inches of the canal's set points forand consistent flows at the terminus of the lateral throughout the season, avoiding fluctuations in flows to downstream laterals that resulted in spillage.</p>
3.2	<p>Reference List: Knell, S. and E. Thorburn. 2015. Implementing Total Channel Control Technology at Oakdale Irrigation District – Case Study. Sustainable Basin Water Management – Challenges of Supply and Demand Management at the Basin Scale. U.S. Committee on Irrigation and Drainage Eighth International Conference on Irrigation and Drainage. Reno, NV. June 2-5, 2015. (Appendix A)</p>

## ATTACHMENT 4 – PROJECT PLAN AND DESCRIPTION

### 4.0 Project Plan and Description (\* = items to be included in the Grant Agreement)

Provide details sufficient for a Grant Agreement Statement of Work.	Please limit to 4 pages
<p>4.1 Background- Describe current water use efficiency conditions:</p> <p>The proposed project is a Section A Implementation Project and is part of OID’s comprehensive plan for system modernization developed as part of its comprehensive 25-year Water Resources Plan (WRP) completed in 2007 and updated through the Districts SBx7-7 Agricultural Water Management Plan (AWMP) adopted in 2012 and updated in 2015. The project consists of the first phase of District-wide implementation of the Rubicon Total Channel Control (TCC) system to automatically coordinate operation of water level control structures along entire canals consisting of a series of reaches to maintain consistent flow rates to farmers and simultaneously eliminate operational spills<sup>1</sup>, reducing spillage by approximately 4,170 af annually.</p> <p>Until 2011, the OID conveyance system was manually operated with the exception of approximately 35 automated main canal and lateral headings. The majority of these headings were automated using the FlumeGate from Rubicon. In 2010, following the introduction of Rubicon’s Total Channel Control (TCC) technology and a comprehensive review of existing implementations in Australia, OID embarked on a pilot project to implement head-to-end installation of the TCC canal automation system on two of OID’s primary laterals. The system became operational beginning in the 2011 irrigation season and was evaluated over the next few years to gain operational knowledge prior to expansion throughout the OID delivery system. The two laterals were selected to evaluate the system’s effectiveness in reducing operational spill at the terminus of one lateral and in maintaining a desired operational flow rate at the terminus of the other lateral while also improving operational efficiency and enhancing service levels to farmers. The success of the pilot project, as described previously in Attachment 3, has led OID to seek funding to implement an initial, broader phase of implementation that will ultimately be extended to the full District.</p>	
<p>4.2* Identify Project. Describe water conservation measures to be taken by the proposed project:</p> <p>Efficient Water Management Practices (EWMPs) implemented as part of the project include the following:</p> <ul style="list-style-type: none"> <li>• Increase flexibility in water ordering by, and delivery to, water customers within operational limits (CWC 10608.48.c(6)),</li> <li>• Construct and operate supplier spill and tailwater recovery systems (10608.48.c(7)), and</li> <li>• Automate canal control structures (10608.48.c(9)).</li> </ul> <p>Site location maps for the lateral canals and structures to be improved are provided in Figure 1. The following table summarizes the numbers and types of structures to be improved and gates to be installed and commissioned as part of the project.</p>	

<sup>1</sup> Detailed information describing the TCC system is available at <http://www.rubiconwater.com/catalogue/usa-water-conservation/network-control-solution-usa#tab-overview-tab>.

<b>Lateral</b>	<b>Heading Structures to Replace/Retrofit</b>	<b>Check/Spill Structures to Replace/Retrofit</b>	<b>Estimated Rubicon SlipMeters</b>	<b>Estimated Rubicon FlumeGates</b>	<b>Estimated Turnouts</b>
Burnett	0	5	0	7	6
Hirschfeld	1	14	2	21	17
Kearney	0	8	0	12	11
Tulloch	2	4	2	6	6
<b>Totals</b>	<b>3</b>	<b>31</b>	<b>4</b>	<b>46</b>	<b>40</b>

For each lateral, the work will include replacement and retrofit of heading and water level control (check and spill) structures and delivery turnouts (representative drawings from TCC pilot project are provided in Appendix B) by OID, including fabrication and installation of walkways and handrails; supply, delivery, installation, commissioning, and programming of SlipMeters and FlumeGates by Rubicon; and construction and rehabilitation of access roads for construction. Appurtenant activities including mobilization and demobilization, site prep, and site cleanup will additionally be included.

Other work by Rubicon will include expansion of OID's existing TCC communication system to accommodate the new laterals including a radio path survey; upgrade of TCC server infrastructure to provide server redundancy, off-site hot-swap, and disaster recovery plan. Finally, Rubicon will provide staff training in the operation, management, and maintenance of the technology with an emphasis on skill development and change management.

See Appendix B for additional detail describing project improvements, including preliminary plans and specifications.

**4.3\*** List and describe project tasks, as applicable:

**Task 1: Project Management and Administration.** Project management and administration are required to accomplish the work on schedule and within budget. OID's Project Manager Eric Thorburn, P.E. will perform project management and administration duties, including day to day supervision of all project activities including implementing the environmental compliance plan, reviewing progress, and preparing project reports.

**Task 2: Engineering Surveying and Design.** OID has developed standard designs for structure retrofit and replacement as part of implementation of the pilot project in 2010 and 2011. Site specific designs will be prepared based on these standards by OID engineering staff along with surveying to determine site specific information. General specifications for structural concrete, walkways, and other site components are described in OID's standard specifications available at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com).

**Task 3: Environmental and Cultural Resources Compliance & Permitting.** OID will be the lead agency for CEQA compliance. OID will identify the applicability of CEQA exemptions or required biological or ecological assessments or studies and engage specialists to conduct site investigations and prepare the required documents as needed. A Categorical Exemption is assumed to be required for CEQA compliance. A cultural resources consultant with the necessary archaeological and architectural expertise will be engaged to prepare an evaluation to comply with State regulations for resource identification, evaluation, reporting, and protection.

**Task 4: TCC Implementation.** This task includes construction of structural improvements for 3 heading structures, 31 water level control/spill structures, and 40 delivery turnouts on the Burnett, Hirschfeld, Kearney, and Tulloch lateral canals. Additionally, Rubicon will be contracted by OID to

supply, deliver, install, and commission FlumeGates and SlipMeters; expand OID's TCC communication system and IT infrastructure to accommodate the additional gates; and provide control engineering and software licenses for each site. Preliminary plans and specifications are included in Appendix B.

**Task 5: Monitoring and Verification.** OID will be monitoring operational spills, canal diversions, and other information to refine pre-project baselines and as the project is implemented to verify reductions in spillage and other benefits resulting from improved canal operations using TCC. In addition, OID will conduct consultations with system operators and customers to assess improvements in WUE resulting from the project and to identify opportunities to further optimize project implementation. Finally, OID will evaluate District vehicle usage records to verify reductions in fuel consumption and GHG emissions resulting from decreased operator travel.

**Task 6: Public Outreach.** OID will feature the project in regular newsletters to inform district customers and other interested parties regarding ongoing implementation of the project. Additionally, this task will include presentations at landowner meetings and regular Board of Director meetings as the project progresses.

Task 7: Not Included.

Task 8: Not Included.

Task 9: Not Included.

#### 4.4\* Project Schedule by task, include milestones:

A project schedule is shown in the figure below. As indicated, TCC implementation is scheduled to begin in October 2016 as a result of OID substantially completing Tasks 2 and 3 prior to anticipated execution of a funding agreement. Due to these activities being undertaken prior to the funding agreement, they will be completed by OID as an in kind contribution and are not requested for reimbursement. The schedule allows for additional construction between October 2017 and March 2018 to allow for potential delays in contracting, permitting, or other factors that could limit the ability to implement structural improvements prior to the 2017 irrigation season.

Task	2016						2017												2018											
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task 1: Project Management and Administration.																														
Task 2: Engineering Surveying and Design.																														
Task 3: Environmental and Cultural Resources Compliance & Permitting.																														
Task 4: TCC Implementation.																														
Task 5: Monitoring and Verification.																														
Task 6: Public Outreach.																														

	Project milestones are summarized below.			
	<u>Milestone Date</u>	<u>Description</u>	<u>Milestone Date</u>	<u>Description</u>
	July 2016	Final Funding Decision	June 2017	Complete TCC Implementation
	October 2016	Grant Agreement Execution and Completion of Permitting;	October 2017	TCC Implementation (If-Needed)
		Begin TCC Implementation	June 2018	Complete 2018 Implementation (If-Needed)
	March 2017	Complete In-Canal Construction	December 2018	Submit Final Support
4.5*	Project deliverables (reports, products, environmental and engineering documents):			
	Task 1. Quarterly, annual, and final project reports. Disbursement requests. Post-project performance reports.			
	Task 2. Final plans and specifications.			
	Task 3. Environmental and cultural resources permit documents.			
	Task 4. Inspection reports, as-built drawings, and gate manufacturer documentation.			
	Task 5. Monitoring data summaries (included in monitoring reports).			
	Task 6. Public outreach materials.			
4.6	Adverse impacts of the proposed project: Significant adverse impacts are not expected as part of the project.			
4.7	Benefits to disadvantaged communities or economically stressed areas: Benefits to the OID service area and surrounding communities include providing investment in local materials and equipment suppliers and enhanced long-term viability of the agricultural economy.			



**Figure 1a. Burnett Lateral Site Locations.**

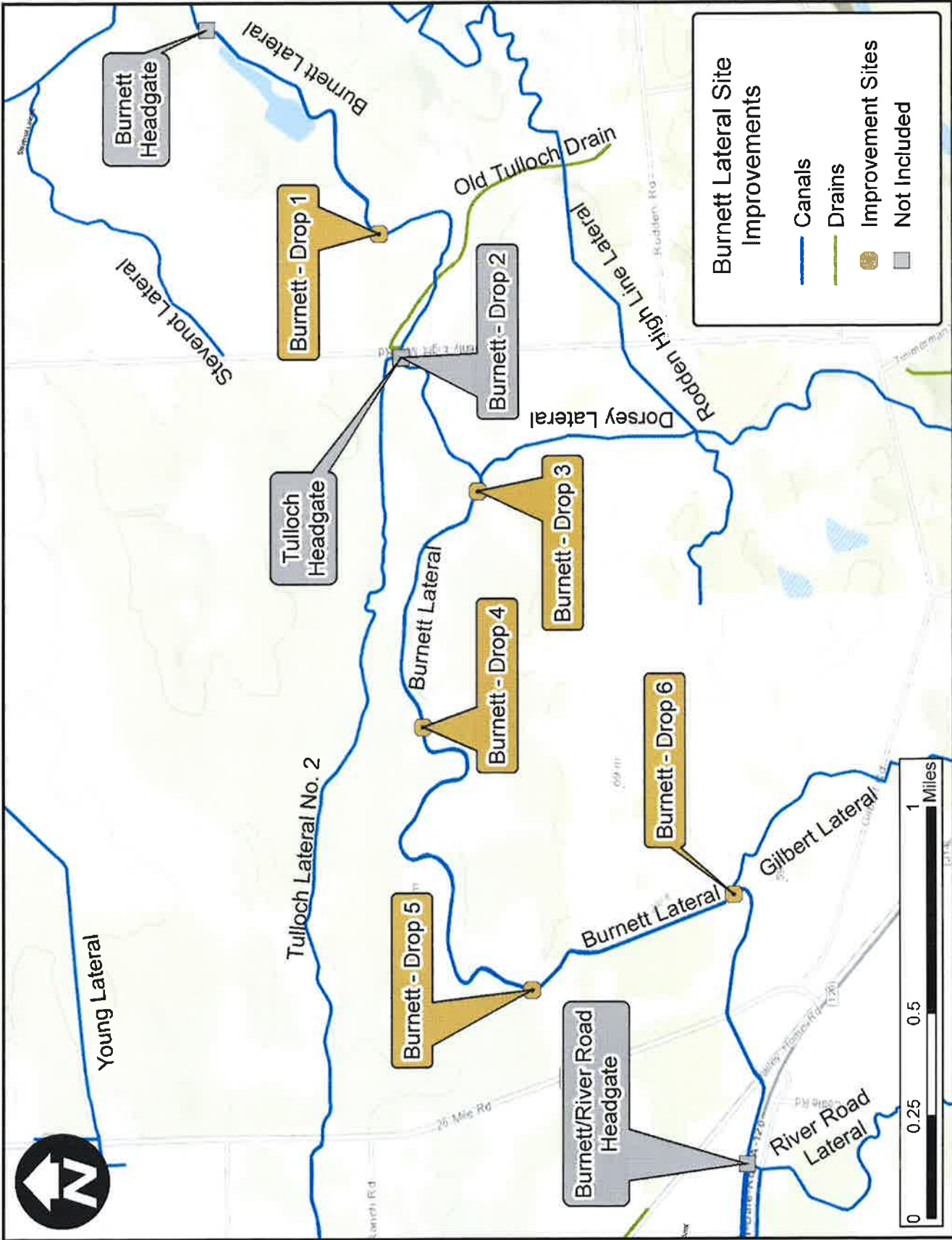


Figure 1b. Hirschfeld Lateral Site Locations (Map 1 of 2).

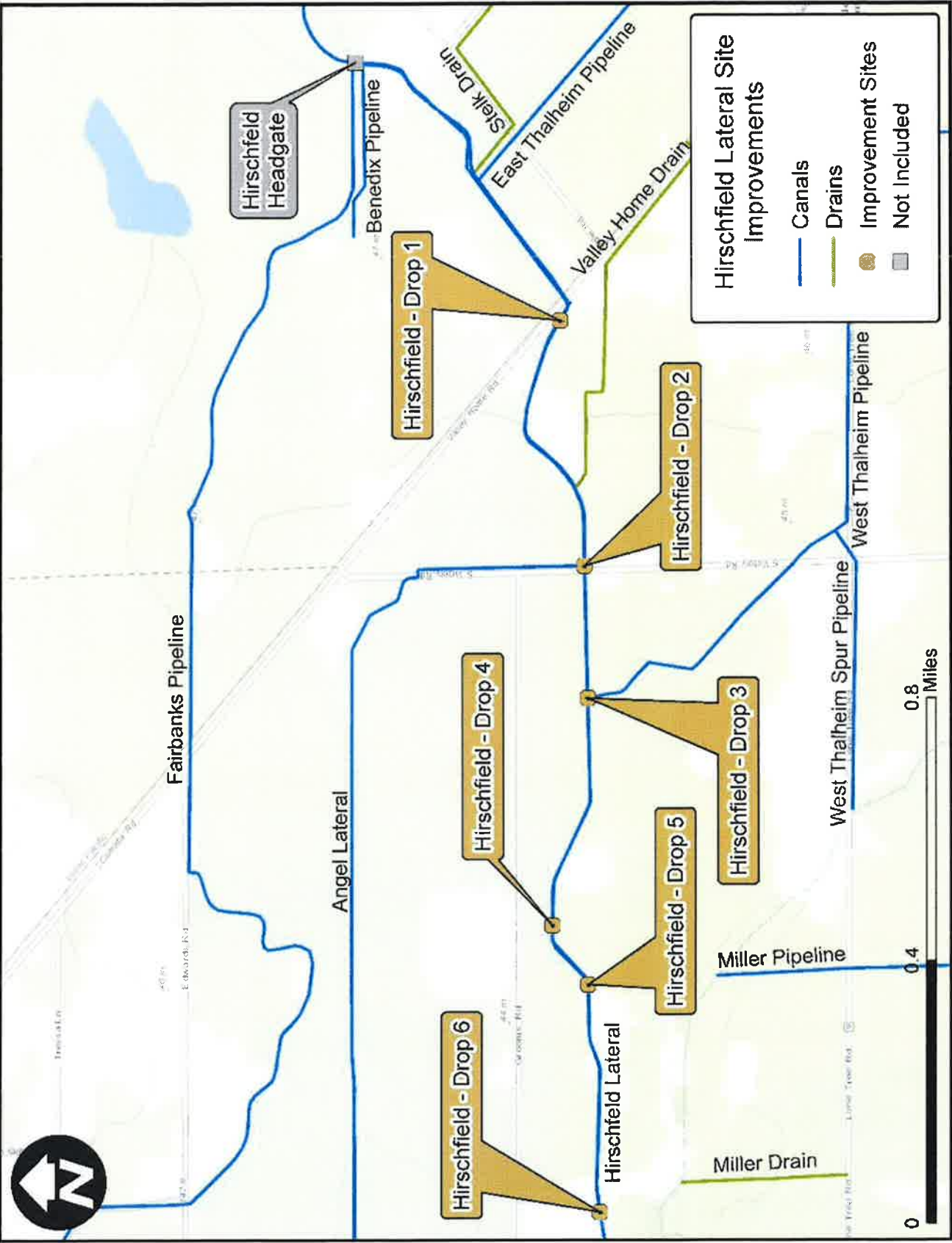


Figure 1c. Hirschfeld Lateral Site Locations (Map 2 of 2).

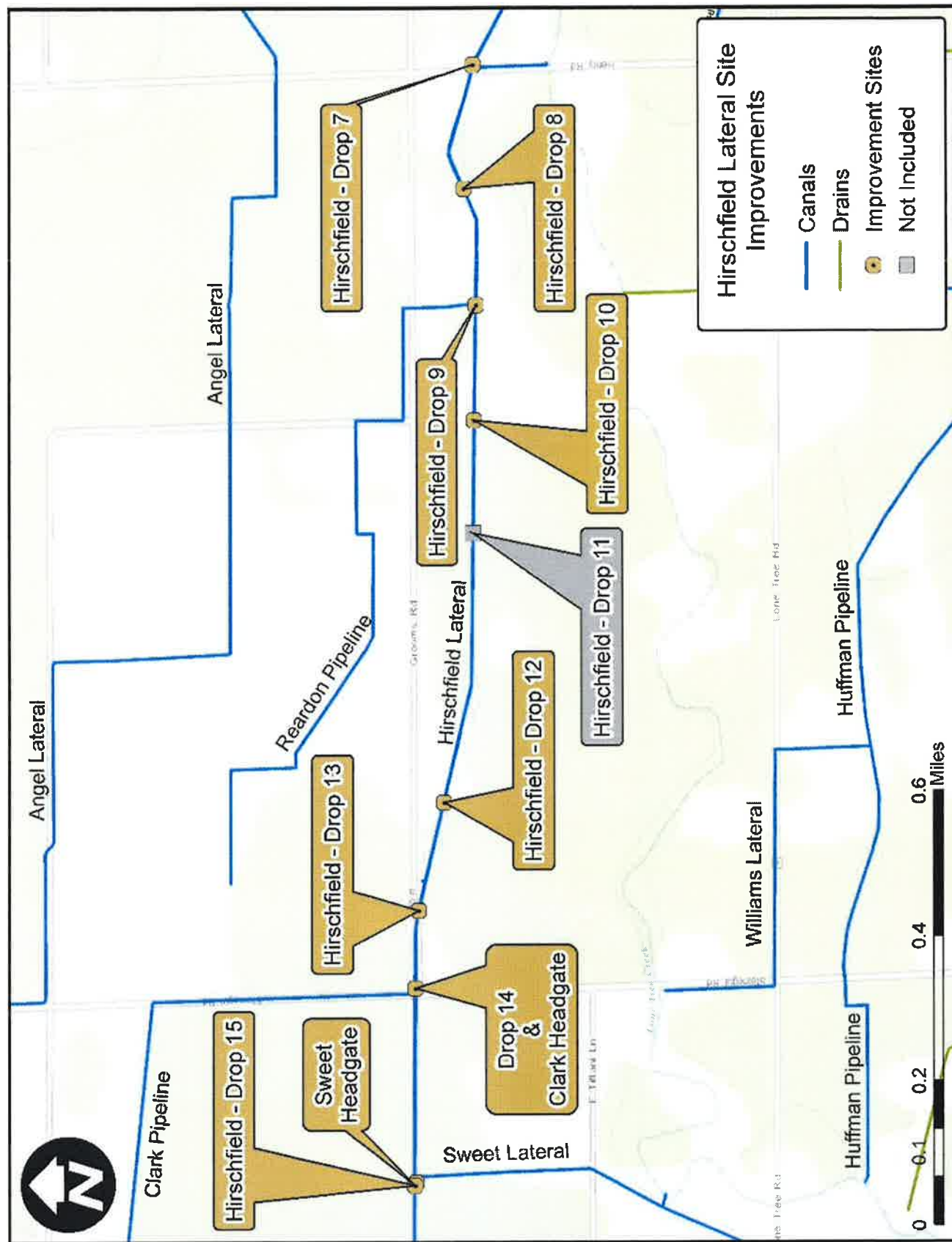




Figure 1d. Kearney Lateral Site Locations.

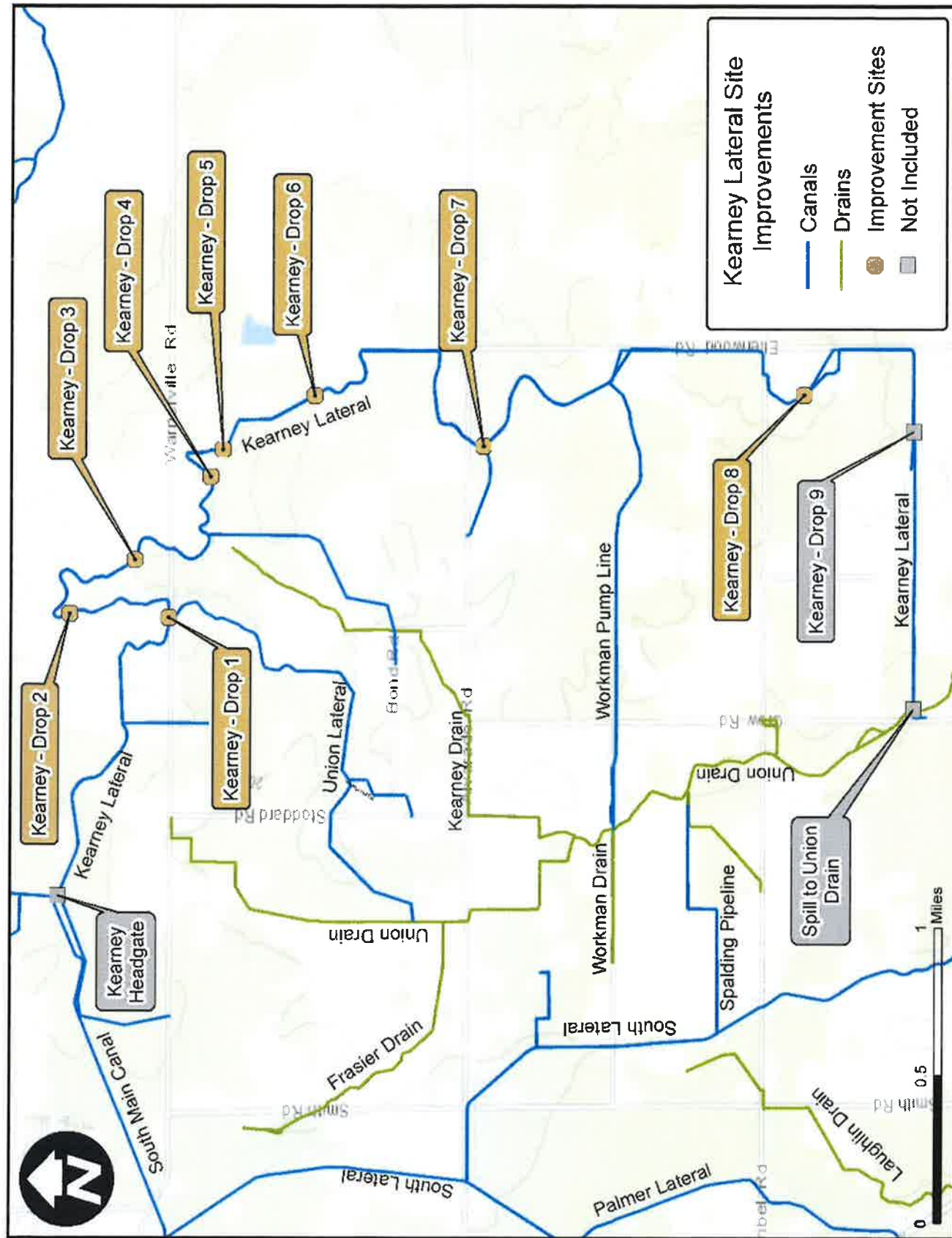
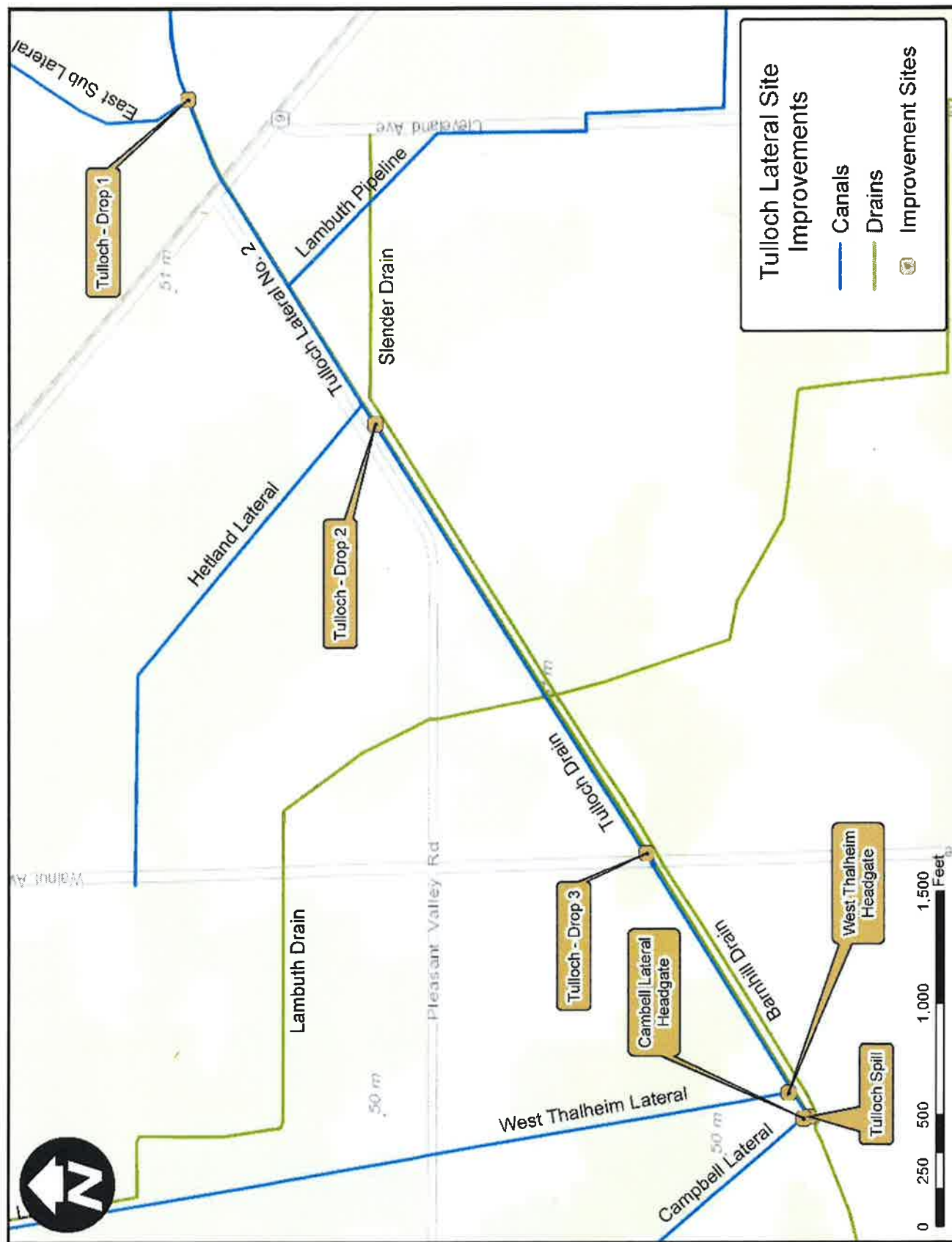


Figure 1e. Tulloch Lateral Site Locations.





# **COMMUNICATIONS**

**GENERAL MANAGER'S REPORT – Attached**  
**WATER OPERATIONS REPORTS – None Attached**  
**WATER COUNSEL'S REPORT – None Attached**  
**COMMITTEE REPORTS – None Attached**  
**DIRECTORS' COMMENTS/SUGGESTIONS – None Attached**

## **BOARD MEETING OF SEPTEMBER 6, 2016**

## **GENERAL MANAGER'S REPORT SEPTEMBER 6, 2016**

### **Safety Activities**

1. OID has gone 581 days without a lost time injury accident.

### **Administration Activities**

1. Continuing to address legal matters related to lawsuits.
2. WaterFix (Twin Tunnel Hearings) on-going in Sacramento.
3. The release of the revised Water Quality Control Plan (Unimpaired Flow Standard) from the State Water Resources Control Board has been pushed back to September 15<sup>th</sup>, at least that's the latest we hear.
4. Settlement discussions on the Stanislaus River to avoid the WQCP are ongoing. More to be discussed in Closed Session today.
5. All water sales revenues have arrived from the SLDMWA and DWR. \$13.75 million has been deposited.
6. Bond refinancing was hugely successful. \$26.1 million at 3%, down from 5.4%. Saves \$4.7 million over finance period and \$275,000 annually in reduced payments.
7. Proposition 1 Grant secured by OID for \$3 million on a matching basis. OID to develop plans for a \$6 million expansion of its Rubicon Total Channel Control Technology to enhance customer service at the gate.
8. OE3 labor negotiation meeting delayed due to limited time to prepare documents on OID's part.
9. Met with Bryan Whitemyer, City Manager of Oakdale on "common ground" issues between the City of Oakdale and OID. Developing an Action Plan to bring back to Ad Hoc Committee.
10. Continue to work with TSM on health care costs to employees under OID's change from a large provider to now being a small provider under ACA.
11. The August SJTA Commission meeting has been moved to September 12<sup>th</sup>.

### **Legal Activities**

1. Agee vs OID: Plaintiffs (Agee) lost in Superior Court. OID has filed a suit to recoup its attorney's fees. Waiting for hearing date or a judgement announcement.
2. OID/SSJID vs the State Water Resources Control Board; this case is over the legal ability of the SWRCB to issue curtailment orders over senior water right holders, as was done in 2015. Awaiting court date.
3. OGA/Brichetto/Frobose vs. OID:
  - a) A Mandatory Settlement Conference was held on August 15<sup>th</sup>. No change in course of action.
  - b) Trial set for early November.
4. OID vs Directors Santos and Altieri.
  - a) A Preliminary Injunction hearing is set for September 21<sup>st</sup>.

### **Construction Activities**

1. C&M crews and equipment are currently working on maintenance activities and JSF's completed by Water Dept. staff.
2. Assisting Water Ops./Eng. Dept. with various tasks and field review of potential projects.
3. Conducting Safety Coordinator tasks pertaining to all hands training, Safety Committee meetings and review of weekly tailgate safety meetings.

4. Conducting Contract Administration tasks pertaining to contracts that need to be renewed and work releases that need to be completed with the assistance of Lori.
5. Conducting misc. landowner meetings in regards to capital projects and maintenance issues.
6. OID Pest Dept. continues to conduct magnacide applications to OID facilities to reduce aquatic growth issues.
7. Assisting Engineering Dept. in regards to the Two-Mile Bar Tunnel Project.
8. Working on preparing a draft Budget for the C&M Dept.

## **Water Operations Activities**

### **Engineering**

1. Continued to process Encroachment and Ag Discharge Agreements along with field inspection during installation of the associated facilities.
2. Collected Morrison PL and Richardson PL centerline and elevation GPS data after potholing was completed by the C&M Dept.
3. Staff continued to work with landowners requesting deferred conditions of approval agreements, encroachment agreements and easements in accordance to OID's requirements for continued irrigation on recently completed lot line adjustments and parcel split projects.
4. The ACOE easement documents for the proposed tunnel as well as the 2 Mile Bar access road were returned fully executed and are now in the process of being recorded at the Tuolumne County Recorder's Office.
5. ET monitoring stations are continuing to actively collect data as part of the 2016 ETAW monitoring and measurement program.
6. The next ESJGBA and work group meetings are scheduled to be held on September 14<sup>th</sup>. A draft JPA agreement was assembled by the attorney group and provided by the workgroup for review after the last meeting. Valerie Kincaid is participating to protect OID's interests in this effort. Feedback on the draft has been requested on or before September 9<sup>th</sup> in preparation for subsequent discussions at the September meeting.
7. Staff continued mapping OID's proposed GSA boundaries in the ESJ GW Basin to meet the September deadline for a complete mapping of the basin by SJ County staff to ensure no overlaps exist. The required GSA hearing, resolution and final filing is requested to be completed for each election being proposed by March 2017 to ensure any potential issues can be resolved prior to the June 2017 deadline.
8. The next STRGBA meeting is scheduled to be held on September 8<sup>th</sup> immediately following the TAC meeting.
9. A kickoff meeting for the County's Workplan for the grant work related to the PEIR for implementation of the Stan. Co. GW Ordinance was held on August 4<sup>th</sup>. A call for data for their modeling effort will be forthcoming.
10. OID's LAFCO submittal of the Additional Annexations and Fringe Annexations was approved at the August 24<sup>th</sup> LAFCO meeting and protest proceedings were waived. A Certificate of Completion will be provided by LAFCO after a 30-day posting period. At that point the final terms for the Annexation Agreements will be presented for Board approval along with a Resolution Ordering Annexation.
11. City staff continued to address a series of questions on the draft City of Oakdale Out of Boundary Service Agreement with OID on behalf of ID 41. Once these questions have been answered the agreement will be provided to the ID 41 membership for approval to proceed.

12. Weekly meetings continued with Condor staff to proceed with the South Main Canal Segment 4 design along with the finalization of the 2 Mile Bar Tunnel Project bid documents and cost estimate.
13. Staff continued the surveying, design, cost estimates and drafting of plans for 2017/18 winter work projects.

### **Ag Water**

1. The second round of volumetric water delivery tracking closed on July 31<sup>st</sup>. Staff continued to field misc. questions as fielded by Finance and Water Operations Department staff.
2. OID's application for the TCC Expansion Project made the cut for the draft awards list. Approximately \$2.97 million in grant funding for the total \$6.5 million project will potentially be made available to OID. The public comment period will close on September 14<sup>th</sup> before the final awards list is posted a few months thereafter.
3. The thirteenth rotation started on or about September 1<sup>st</sup>. This is a 14-day rotation and is anticipated to be followed by a 16-day rotation starting on or about September 15<sup>th</sup> to finish off the 2015/16 water year. Pending approval by the Board, an additional rotation or rotations may be offered in October starting on October 1<sup>st</sup>.

### **Water Utilities**

1. Joe Buila, OID's Water Utilities Technician, became a new dad after the birth of his daughter on August 18<sup>th</sup>. Congratulations Joe! Sam Terpstra, OID's SCADA Technician, has been filling in during Joe's absence.
2. Improvement District No. 41:
  - Pumping Station No. 3 remains out of service due to high turbidity issues.
3. Domestic Water Pumping Stations:
  - Monthly Coliform Bacteria samples were taken on Tuesday August 6<sup>th</sup>.
  - All Domestic Water Pumping Stations that are in service are operational.
4. Domestic Water Systems:
  - All water systems are operating without restrictions.
  - Performed quarterly blow-off valve exercising.
  - WUD has continued to test all backflow devices in accordance with our Cross Connection Control Policy.
  - Conducted inspections of all well head seals and continuing to replace them as needed.
5. On-Call Activities:
  - There are no call outs to report.
6. Knights Ferry Pumping Station:
  - The Knights Ferry Pumps remained out of service.
7. Irrigation Pumping Stations:
  - All of OID Ag pumps are operational.
  - WUD has been performing weekly routine inspection, servicing and security checks on the irrigation pumping stations. There was nothing unusual or out of the ordinary to report.

### **Finance Activities**

1. Review of Auditor Requests for Proposals. Staff will be submitting the selection of an auditor at the September 21<sup>st</sup> board meeting.

2. Bond pricing occurred on August 23<sup>rd</sup>. The market was very favorable for OID's issue. Staff reviewed and finalized all the bond documents. The bonds purchase date (closing date) will occur on September 8<sup>th</sup>.
3. Staff continues to work with TSM on health insurance coverage dealing with the change to a small group employer.
4. Preparing support documents for next meet and confer with the OE3 bargaining unit.





# **CLOSED SESSION ITEMS**

## **BOARD MEETING OF SEPTEMBER 6, 2016**